

EXHIBIT 8

“Respondents’ Motion to Dismiss
Arbitration for Complainant’s Failure to
Meet Conditions Precedent to the Filing
of Arbitration and for the Award of
Contractual Attorney’s Fees”

**BEFORE A.D.R. SERVICES, INC.
CLARK COUNTY, NEVADA**

AMA MULTIMEDIA, LLC
a Nevada limited liability company,

Complainant,

v.

BORJAN SOLUTIONS, S.L. d/b/a
SERVIPORNO,
a Spanish company; and
BOJAN MERA URRESARAZU,
an individual,

Respondents.

Case No.:
15-4579

**RESPONDENTS' MOTION TO DISMISS ARBITRATION FOR COMPLAINANT'S
FAILURE TO MEET CONDITIONS PRECEDENT TO THE FILING OF
ARBITRATION AND FOR THE AWARD OF
CONTRACTUAL ATTORNEY'S FEES**

Reading Complainant AMA Multimedia, LLC's ("AMA") Complaint, one might be tempted to believe that the Complainant (and its counsel) are simply ignorant: ignorant of the terms of the settlement agreement that it entered into with the Respondents, ignorant of the effects of settlement agreements generally, ignorant of the entirety of the body of case law governing the Digital Millennium Copyright Act ("DMCA"); and ignorant of how takedowns of allegedly infringing materials are accomplished in practice. In reality, however, neither the Complainant nor its counsel are ignorant in the least: AMA is a sophisticated litigant and its counsel amongst the most experienced in this area of law in the country.

Once ignorance is eliminated as a possibility, however, only bad faith remains. And, truly, no other explanation exists for AMA's Complaint – which is so legally and factually deficient (and, in places, facially absurd) – that it could only have been brought as part of a

deliberate attempt to drive up Respondents' legal costs, in the hope that the Respondents would pay money to settle the case, rather than fight frivolous litigation. It is conduct that mandates not only the immediate dismissal of AMA's Complaint (for failure to meet conditions precedent to the filing of this arbitration), but also an award of attorney's fees, pursuant to the terms of the Parties' Settlement Agreement. In support of this Motion, the Respondents state as follows.

FACTUAL BACKGROUND

Although the Complainant spends the first half of its Complaint recounting events which – even if they had been accurately portrayed, which the Respondents dispute – predate the parties' Settlement Agreement and Release and are, therefore, irrelevant to any claims which AMA might hope to pursue in arbitration.¹ In reality, the relevant facts and allegations are relatively straightforward and constrained.

In April of 2013, AMA sent the Respondents a demand letter alleging various violations of AMA's intellectual property. Although the Respondents denied (and deny) liability for such infringement and denied (and deny) that there was personal jurisdiction over them in the courts of the United States, in August of 2013, AMA and the Respondents entered into a Settlement Agreement and Mutual Release (the "Settlement Agreement") so as to avoid litigation and the attendant costs involved with such litigation.² A copy of the Settlement Agreement is attached hereto as Exhibit 1.

In entering into the Agreement, the Parties sought not only to resolve AMA's existing claims of infringement, but also, among other things, to explicitly: (a) put in place a

¹ It is no secret why the Complainant dedicates so much space to irrelevant allegations: it hopes to deflect attention from the deficiencies of its actual claims, and its inability to point to any conduct by the Respondents that actually violates the terms of the Settlement Agreement entered into by the Parties.

² The Settlement Agreement's Recitals state as much: "Respondents have denied liability for the infringement claims, and have asserted that the courts of the United States lack personal jurisdiction over the foreign website operation. . . . However, the Parties desire to achieve a speedy resolution of the Claims without incurring the burden and expense of formal litigation." Settlement Agreement, p. 1.

comprehensive system whereby AMA could ensure the swift takedown of materials posted to the Respondents' websites which AMA believed to be infringing, and (b) impose strict limitations on AMA's ability to assert legal claims for infringement against the Respondents in the future.

With respect to the takedown of allegedly infringing materials, the Settlement Agreement required the Respondents to create:

a specific web form for use by [AMA d/b/a] PornPros for the purpose of identifying allegedly infringing links on the Websites to materials owned by PornPros (hereinafter the "Porn Pros Removal Form") which will allow PornPros to fill in hyperlinks and submit any Website URL it believes to be infringing on its copyrights. Submission of one or more links on the Porn Pros Removal Form will then automatically result in the content being removed from the subject website within twenty-four (24) hours of submission of a link to material appearing on one or more of the Websites. . . . PornPros may use formal DMCA notices in lieu of this procedure, if deemed necessary, proper, or desirable, but should not use both this method and formal DMCA notices for the same link.

Settlement Agreement, ¶ 3.1.

As required by the Agreement, the Respondents promptly created the Porn Pros Removal Form. *See* Affidavit of Borjan Mera Urrestarazu ("Urrestarazu Affidavit"), ¶ 4. *In the two years since the Respondents created the Porn Pros Removal Form, AMA has never once submitted a single URL for removal with that specialized tool.* Urrestarazu Affidavit, ¶ 5. During that same time period, AMA (or its agent) has sent the Respondents fewer than a dozen DMCA takedown notices. Copies of all DMCA takedown notices received on behalf of AMA from the date of the Settlement Agreement to the present are attached as Exhibit 1 to the Urrestarazu Affidavit. *With respect to each of the URLs listed on the takedown notices, the Respondents promptly took down the allegedly infringing files upon receipt of the DMCA takedown notice.* Urrestarazu Affidavit, ¶ 7.

Shockingly, the Complaint filed by AMA does not allege that the Respondents failed to take down a single file when served with a DMCA takedown notice, nor does it identify any file which the Respondents failed to take down after receiving notice from AMA.

With respect to the prevention of future infringement litigation, the Settlement Agreement makes it abundantly clear that: (a) claims for infringement could be brought only after AMA had first utilized the Porn Pros Removal Form or sent a formal DMCA takedown notice (and then only with respect to those files identified in the Porn Pros Removal Form or the formal DMCA takedown notice) and (b) claims for infringement could be brought only if the Respondents, once properly notified of specific allegedly infringing files, failed to takedown the files so identified. *See* Settlement Agreement, ¶¶ 2.1 and 4.0.

Specifically, paragraph 2.1 of the Settlement Agreement, entitled “Pre-suit Requirements and Protections Against Future Litigation,” reads:

The Parties acknowledge that this Agreement is intended to resolve all pending issues between the Parties relating to their operation of the Websites, in an effort to both address previous claims **and to prevent future litigation**. Therefore, **prior to the filing of any future litigation against the Respondents, either individually or collectively, relating to intellectual property rights infringement, PornPros agrees that it will afford respondents an opportunity to remove any and all allegedly infringing material using the PornPro Removal Form and procedure described in paragraph 3.0 below. So long as Respondents discharge their obligations pursuant to paragraph 3.0, PornPros shall not initiate any legal proceeding against the Respondents or their agents, employees, successors, or assigns, relating to the allegedly infringing material.**

Settlement Agreement, ¶ 2.1 (emphasis added).

Paragraph 4.0, entitled “Websites’ Legal Status,” reads:

Respondents shall not be considered in breach of this Agreement, and shall not be liable for any legal claims based on infringement of PornPros’ copyrights or trademarks with respect to any PornPros Content appearing on the Websites so long as Respondents comply with the obligations imposed by Section 3.0. PornPros further agrees that so long as Respondent perform their responsibilities

under this Agreement, the operation of the Websites shall not be deemed as infringing by PornPros or violative of PornPros' intellectual property rights.

Finally, although the Parties sought to limit the instances in which attorney's fees could be awarded to a prevailing party in arbitration, the Settlement Agreement provides that the arbitrator may award such fees when he or she: "expressly finds that the non-prevailing party's claim or defense of a claim was frivolous, vexatious, or undertaken in bad faith." Settlement Agreement, ¶ 8.0.

LEGAL ARGUMENT

A. AMA'S COMPLAINT MUST BE DISMISSED FOR ITS FAILURE TO MEET THE CONDITIONS PRECEDENT TO FILING A CLAIM FOR ARBITRATION.

It is axiomatic that "arbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit." *OfferHubb.net, Inc. v. Fun Club USA, Inc.*, 2015 U.S. Dist. LEXIS 97605 (D. Nev. July 24, 2015) (citations omitted); *Hillgen-Ruiz v. TLC Casino Enters.*, 2014 U.S. Dist. LEXIS 149480 (D. Nev. Sept. 12, 2014) (same). The terms of an agreement to arbitrate must be "rigorously enforce[d]." *Siy v. CashCall, Inc.*, 2014 U.S. Dist. LEXIS 1472 (D. Nev. Jan. 6, 2014).

An arbitrator "derives his or her powers from the parties' agreement to forgo the legal process and submit their disputes to private dispute resolution." *Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp.*, 559 U.S. 662, 682 (2010) (citing *AT&T Technologies, Inc. v. Communications Workers*, 475 U.S. 643, 648-649 (1986) for holding that "[A]rbitrators derive their authority to resolve disputes only because the parties have agreed in advance to submit such grievances to arbitration."). *See also Campbell v. Nev. Prop. 1 LLC*, 2013 U.S. Dist. LEXIS 166467 (D. Nev. Nov. 20, 2013) (arbitrator derives his or her power to adjudicate a dispute from the "specific provision of the Contract itself"). Parties are free to "limit the issues they choose to

arbitrate . . . and may agree on rules under which any arbitration will proceed.” *Stolt-Nielsen S.A.*, 559 U.S. at 683.

In the present case, AMA’s ability to initiate arbitration (or any legal process) is subject to strict conditions precedent, namely that arbitration may *only* be initiated if AMA has first utilized the PornPros Removal Form or a formal DMCA notice and only then if the Respondents fail to take down those files located at the URLs identified by the Respondents. Settlement Agreement, ¶¶ 2.1 and 4.0.

AMA’s Complaint fails to allege that *either* condition precedent was met: it does not allege that AMA ever utilized the PornPros Removal Form or sent any formal DMCA takedown notices and it does not allege that, having received a PornPros Removal Form or formal takedown notice, the Respondents failed to remove identified files. These failures of condition precedent require dismissal of the present complaint. *See, e.g., Clark County Sch. Dist. v. Richardson Constr., Inc.*, 123 Nev. 382, 395 (Nev. 2007) (“Generally, the plaintiff has the burden to plead and prove that it fulfilled conditions precedent in order to recover on a breach of contract claim.” (citing NRCP 9(c))); *Arbor Acres Farm v. Gre Ins. Group*, 2002 U.S. Dist. LEXIS 1131 (E.D. Cal. Jan. 23, 2002) (“The satisfaction of conditions precedent is a necessary element of any breach of contract claim. . . . Failure to allege that such conditions are satisfied amounts to failure to state a claim for relief.” (citations omitted)); *Orlando v. Carolina Cas. Ins. Co.*, 2007 U.S. Dist. LEXIS 56409, 15-16 (E.D. Cal. July 26, 2007) (“Where contractual liability depends upon the satisfaction or performance of one or more conditions precedent, the allegation of such satisfaction or performance is an essential part of the cause of action. . . . The failure to allege the satisfaction, waiver, or excuse of a condition precedent amounts to a failure to state a claim for relief.” (numerous citations omitted)).

The Complainant's wholesale failure to allege the satisfaction of conditions precedent is not accidental: AMA has not alleged satisfaction of the conditions precedent because it *cannot* allege these crucial facts. The Respondents have fulfilled each of their obligations under the Settlement Agreement. The Complainant's failure is not only a failure to state a claim upon which relief may be granted (though it is that as well), it is also a failure that deprives this forum of an arbitrable dispute. This forum derives its power from the provisions of the Parties' Settlement Agreement. The terms of that agreement (including its conditions precedent to the initiation of an action) must be strictly construed. The Complainant's failure to plead the satisfaction of the conditions precedent (indeed, its failure to actually satisfy the conditions precedent) mandates the immediate dismissal of AMA's Complaint.

B. AMA'S COMPLAINT FUNDAMENTALLY MISSTATES THE RESPECTIVE OBLIGATIONS OF THE PARTIES.

Although the Respondents need go no further in order to establish their right to the immediate dismissal of AMA's Complaint, it is useful to note just how extensively AMA has misstated the respective obligations of the parties with respect to the DMCA.³ Unable to identify a single file that the Respondents failed to take down after receiving a DMCA takedown notice, AMA instead vaguely alleges that the existence of allegedly infringing files on the Respondents' websites is sufficient to state a claim for infringement. It is not.

There is no question but that, as a matter of law, service providers, such as the Respondents, have no obligation to monitor or locate potentially infringing files posted to their website. 17 U.S.C. § 512(m) ("Nothing in this section shall be construed to condition the applicability of [the safe harbors] on . . . a service provider monitoring its service or

³ Although AMA's action in bringing its Complaint without having first met the necessary conditions precedent is reason in and of itself for the arbitrator to award attorney's fees against AMA for having intuited a frivolous complaint, it is worth also examining also how fundamentally AMA's complaint misstates the applicable law as further evidence of the frivolous nature of its Complaint.

affirmatively seeking facts indicating infringing activity . . .”). Instead, in enacting the Digital Millennium Copyright Act, Congress made a “considered policy determination” to place the “burden of policing copyright infringement — identifying the potentially infringing material and adequately documenting infringement — squarely on the owners of the copyright.” *Perfect 10, Inc. v. CCBill LLC*, 488 F.3d 1102, 1113 (9th Cir. 2007).

This means that the *copyright holder* is required to identify the allegedly infringing material and bring it to the attention of the service provider. The service provider is not obliged in any way to search for – or to identify – allegedly infringing materials even if it had a general awareness that infringement may have been occurring on its site. *See* 17 U.S.C. § 512(m); *Perfect 10, Inc. v. CCBill LLC*, 488 F.3d 1102, 1113 (9th Cir. 2007); *Viacom Int’l, Inc. v. YouTube, Inc.*, 2012 U.S. App. LEXIS 6909 (2d Cir. N.Y. 2012). *See also* *UMG Recordings*, 718 F.3d at 1022 (“Copyright holders know precisely what materials they own, and are thus better able to efficiently identify infringing copies than service providers like Veoh, who cannot readily ascertain what material is copyrighted and what is not.” (citing S. Rep. No. 105-190, at 48 (“[A] [service] provider could not be expected, during the course of its brief cataloguing visit, to determine whether [a] photograph was still protected by copyright or was in the public domain; if the photograph was still protected by copyright, whether the use was licensed; and if the use was not licensed, whether it was permitted under the fair use doctrine.”))).

Accordingly, even if AMA had satisfied the conditions precedent required to initiate the present arbitration (which it clearly did not), the allegations of the Complaint would still fail to properly allege liability attributable to the Respondents. And, again, while the merits of the underlying complaint are largely immaterial (given AMA’s failure to meet the required

conditions precedent), the weakness of AMA's actual claims bolsters the conclusion that the present complaint is vexatious, frivolous, or was brought in bad faith.

C. AMA'S ALLEGATION THAT AGGRESSIVE TAKEDOWN PROCEDURES ARE EVIDENCE OF "GUILT" IS FARFICAL.

Although it was under no legal or contractual obligation to do so, when AMA complained generally that its works were appearing on the Respondents' websites (but failing and refusing to specifically identify which files were allegedly infringing or where they might be located), the Respondents nonetheless attempted to do more than was required by locating and removing such files.

Proving again that "no good deed goes unpunished," however, AMA points to the fact that the Respondents did more than was required as supposed evidence of "guilt." *See* Complaint, ¶ 50 ("Respondents' removal of AMA's content is further evidence of their guilt. An innocent party would not remove content and destroy all evidence if that party was not liable under the Digital Millennium Copyright Act (the 'DMCA') because third parties had uploaded the videos."). *See also* Complaint, ¶¶ 52-56 (alleging that, by removing allegedly infringing materials that they locate, the Respondents "alter" their websites in some nefarious manner).

AMA's allegations are the height of absurdity. A service provider does not prove its "guilt" by going beyond what is required of it in an attempt to locate and remove allegedly infringing materials, nor does a company legitimately concerned about protecting its intellectual property rights complain when a service provider does more than the law requires in an attempt to ensure that infringing materials are purged from its site. This level of absurdity again bolsters the conclusion that the present complaint is vexatious, frivolous, or was brought in bad faith.

D. AMA'S ALLEGATION CONCERNING RESPONDENT'S RESPONSE TO A SUBPOENA OBTAINED BY AMA FAILS TO STATE A CLAIM AND DEMONSTRATES AGAIN AMA'S BAD FAITH.

On January 26, 2015, AMA sought from the Federal District Court in Nevada a subpoena requiring Respondent Borjan Solutions, S.L. ("BSSL") to provide information concerning certain individuals or entities who were responsible for uploading specific files to BSSL's websites. A copy of the subpoena is attached hereto as Exhibit 2.

On March 11, 2015, BSSL responded to this subpoena, noting that, as a foreign corporation, although it did not believe it was legally bound by subpoenas issued by U.S. Courts, its practice was to voluntarily provide information responsive to such subpoenas. *See* Exhibit 3.

More specifically, BSSL wrote:

Please be advised the Borjan Solutions S.L. is not a United States entity, is not subject to personal jurisdiction in the United States and is not subject to United States law. Therefore, it is not obligated to respond to the subpoena. However, as a courtesy and in the interest of cooperating with United States intellectual property owners, Borjan Solutions S.L. voluntarily submits the information requested without subjecting itself to personal jurisdiction in or the law of the United States.

BSSL's response included the information sought in the subpoena.

Despite the fact that BSSL responded fully to AMA's subpoena, AMA claims in its arbitration complaint that the advisory preface in BSSL's response somehow violated the terms of the Settlement Agreement and caused AMA harm. Such allegations are laughable.

Section 3.3 of the Settlement Agreement provides that:

In the event PornPros serves Serviporno with a valid DMCA subpoena for Website end user information, Serviporno agrees not to challenge the subpoena for lack of personal jurisdiction. Porn Pros further agrees that any failure by Serviporno to challenge DMCA subpoenas for lack of personal jurisdiction shall not constitute a waiver or consent to personal jurisdiction of any U.S. state or federal court and that such actions shall be inadmissible in any legal proceeding by PornPros against Respondents for the purpose of establishing the existence of personal jurisdiction.

Upon service with AMA's subpoena, BSSL took no steps to challenge the subpoena in Court or to object to the production of the requested information. Instead, BSSL responded fully, providing the requested information, noting only (as the Settlement Agreement explicitly provided), that the provision of such information pursuant to a subpoena issued by a U.S. Court did not constitute consent to personal jurisdiction over BSSL in the United States.

AMA's allegation that the prefatory language of the response letter constitutes a violation of Section 3.3 of the Settlement Agreement is clearly made in bad faith and its claim that it suffered legally cognizable damages as a result of such language doubly so.

E. RESPONDENTS ARE ENTITLED TO RECOVER ATTORNEY'S FEES.

Although the terms of the Settlement Agreement limit those instances in which the arbitrator may award attorney's fees, it does provide that such fees *shall* be awarded when the arbitrator finds that the non-prevailing party's claim or defenses are frivolous, vexatious, or undertaken in bad faith.

"An action becomes frivolous when the result appears obvious or the arguments are wholly without merit." *Smarasek v. Nevada*, 2014 U.S. Dist. LEXIS 128731 (D. Nev. Apr. 16, 2014) (citations omitted). In considering whether a claim is frivolous, vexatious, or undertaken in bad faith, the arbitrator may also take into account the motivations of the losing party. *See, e.g., Perfect 10, Inc. v. Giganews, Inc.*, 2015 U.S. Dist. LEXIS 54063 (C.D. Cal. Mar. 24, 2015) ("Perfect 10's undisputed conduct in this action has been inconsistent with a party interested in protecting its copyrights.).

In the present case, AMA's claims were clearly frivolous, vexatious, and undertaken in bad faith: the terms of the negotiated Settlement Agreement were not ambiguous. AMA's failure

to meet the conditions precedent to initiating the present arbitration was not accidental.⁴

Additionally, AMA's actions have been far from consistent with a party interested in protecting its copyrights: it has not once used the dedicated PornPros Removal Form; it has complained in its Complaint that Respondents are going beyond their obligations to remove allegedly infringing materials, and it has outright refused (even in its Complaint) to specifically identify those files it claims to be infringing (which would allow for their removal).

Because AMA's claims are frivolous, vexatious, and brought in bad faith, the Respondents are entitled to recover their costs and attorney's fees.

Respectfully submitted,
Respondents
BORJAN SOLUTIONS, S.L. d/b/a
SERVIPORNO and
BORJAN MERA URRESARAZU,
By their Attorneys



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Dated: August 19, 2015

⁴ Respondents made these arguments clear to AMA at the mediation between the parties and in subsequent communications with AMA. AMA chose nevertheless to pursue its claims knowing it had no legitimate right to do so.

Exhibit 1

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS AGREEMENT is made and entered into as of the date last executed below (the "Effective Date"), by and between SSC Group, LLC d/b/a Porn Pros ("PornPros") on the one hand, and Borjan Solutions S.L. d/b/a Serviporno.com ("Serviporno"), Borja Mera Urrestarazu ("Borjan"), and Monetia S.L. d/b/a Cumlouder.com and Wamcash ("Monetia") on the other hand. Serviporno, Borjan, and Monetia are collectively referred to as the "Respondents." Porn Pros and Respondents are collectively referred to as the "Parties"; individually, each may be referred to as a "Party."

RECITALS

- A. Porn Pros asserted claims relating to intellectual property infringement against Respondents ("Claims"), via demand letter dated April 16, 2013, relating to Respondents' alleged operation of various adult-themed websites, including Serviporno.com, and Cumlouder.com, and any affiliated sites (the "Websites").
- B. Respondents have denied liability for the infringement claims, and have asserted that the courts of the United States lack personal jurisdiction over their foreign website operation. The Parties thereafter agreed to commence informal settlement discussions in a good faith effort to resolve the Claims.
- C. Respondents deny liability for any of the Claims asserted by PornPros, and PornPros does not agree United States courts lack personal jurisdiction over Respondents. However, the Parties desire to achieve a speedy resolution of the Claims without incurring the burden and expense of formal litigation.
- D. The Parties have determined it to be in their mutual best interests to reduce their agreements to writing.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1.0 Payment

1.1 Cash Payment

Respondent Serviporno agrees to pay PornPros the sum of twenty-five thousand dollars and no cents (\$25,000.00) in one lump sum by September 1, 2013.

Serviporno agrees that it shall pay PornPros interest at the rate of six percent (6%) per annum, or 5% per month if the payment is not received by the date indicated above.

The payment shall be in the form of a wire transfer made payable to Randazza Legal Group Trust Account. Instructions are attached to this Agreement.

1.2 Advertising/Marketing Considerations

Respondent Monetia agrees to place a hyperlinking graphical advertisement via an IFRAME hosted by Complainant PornPros measuring 950 pixels in width by 250 pixels in height, the content for which shall be provided by Complainant PornPros, in the footer on every page in Respondent Monetia's password-protected member's area (the "Footer Ad"). Respondent Monetia shall display the Footer Ad to all users, from all countries, at all times for 6 months, beginning within 10 days after the Effective Date. Respondent Monetia shall also create a channel for PornPros content within its members' area, which it shall maintain indefinitely, which is to be created within 10 days of the Effective Date. Complainant PornPros reserves the right to inspect Respondent Monetia's password-protected members' area for compliance with this term at any time.

Respondent Monetia shall earn a 50% revenue share of all sales PornPros derives from the Footer Ad; before receiving these sums, Monetia shall sign up as an affiliate with PornPros. The Parties understand that chargebacks are a normal part of business and to be expected in the course of online commerce. However, the Parties agree that any disputes over significantly higher-than-normal chargebacks Complainant PornPros experiences through the Footer Ad shall first be addressed by written communication in a good faith effort to resolve the dispute. If these good-faith written communications fail to acceptably resolve any Party's dispute over chargebacks, the Parties' dispute shall be subject to the dispute resolution provisions found within Section 20 of this Agreement.

2.0 Undertakings by PornPros

2.1. Pre-suit Requirements and Protections Against Future Litigation

The Parties acknowledge that this Agreement is intended to resolve all pending issues between the Parties relating to the operation of the Websites, in an effort to both address previous claims and to prevent future litigation. Therefore, prior to the filing of any future litigation against the Respondents either individually or collectively, relating to intellectual property rights infringement, PornPros agrees that it will afford Respondents an opportunity to remove any and all allegedly infringing material using the PornPros Removal Form and procedure described in paragraph 3.0 below. So long as Respondents discharge their obligations pursuant to paragraph 3.0, PornPros shall not initiate any legal proceeding against the Respondents, or their agents, employees, successors or assigns, relating to the allegedly infringing material.

2.2. Removal of Existing Infringing Material

Prior to the execution of this Agreement, PornPros has undertaken diligent efforts to identify any content on the Websites that allegedly violates PornPros' intellectual property rights, and has

informed Respondents of the existence of any such material, in an effort to allow Respondents an opportunity to remove such material from the Website. No material belonging to PornPros that was published on the Websites prior to the execution of this Agreement shall form the basis for any intellectual property claim against Respondents, subsequent to the execution of this Agreement.

3.0 Undertakings by Respondents

3.1. Future Notifications of Infringement

Within 10 days of the Effective Date, Respondents shall create a specific web form for use by PornPros for the purpose of identifying allegedly infringing links on the Websites to material owned by PornPros (hereinafter the "Porn Pros Removal Form"), which will allow PornPros to fill in hyperlinks and submit any Website URL it believes to be infringing on its copyrights. Submission of one or more links on the Porn Pros Removal Form will then automatically result in the content being removed from the subject Website, within twenty-four (24) hours of submission of a link to material appearing on one or more of the Websites. The relevant Website user(s) who are responsible for uploading the identified material will be identified as an infringer, consistent with the Websites' Notice & Takedown Policy, and subject to termination under Respondent's Repeat Infringer Policy ("RIP"). ServiPorno shall promptly provide to PornPros links to all files uploaded by any user identified by PornPros as an infringer, so as to enable PornPros to determine if any other identifiable PornPros material has been uploaded by the user. PornPros shall identify any additional infringing links. Any such material shall also be removed, and ServiPorno shall terminate the user as a repeat infringer. Submission of a link on the Porn Pros Removal Form shall constitute a formal Notification of Infringement pursuant to the Digital Millennium Copyright Act ("DMCA"). PornPros may use formal DMCA notices in lieu of this procedure, if deemed necessary, proper, or desirable, but should not use both this method *and* formal DMCA notices for the same link.

3.2. Modification of Repeat Infringer Policy

Within fifteen (15) days of the execution of this Agreement, ServiPorno agrees that its RIP shall state that any user who receives more than two (i.e., a total of three or more) final notifications of infringement, as defined in the RIP, shall be terminated as a repeat infringer. A terminated user's email address and username shall be blocked permanently. Any content forming the basis for the termination shall be deleted, and ServiPorno shall provide to PornPros links to all files uploaded by the terminated user so as to enable PornPros to review this user's library for any other infringements of PornPros' copyrights. ServiPorno shall pay PornPros \$500 per clearly-identifiable PornPros video that remains in a suspended member's library more than fourteen (14) days after PornPros notifies ServiPorno of its infringing status, through one of the methods set forth herein, unless ServiPorno can establish that a communications failure prevented it from actually receiving notification of the continued availability of the infringing video on the site. In the event PornPros identifies the existence of such video in such time frame, PornPros will provide notice identifying the URL location of the offending video to ServiPorno in accordance with this Agreement, and ServiPorno shall issue payment within fifteen (15) days upon PornPros' transmission of notice identifying the infringing video(s).

3.3. DMCA Subpoena Procedure

After the execution of this Agreement, in the event PornPros submits a link on the Porn Pros Removal Form, and no counter-notification is received from the responsible user within fourteen (14) days. Respondents acknowledge that PornPros shall be entitled to initiate any appropriate court action, and issue a valid DMCA subpoena seeking subscriber information associated with the uploader of the allegedly infringing material. In the event PornPros serves Serviporno with a valid DMCA subpoena for Website end user information, Serviporno agrees not to challenge the subpoena for lack of personal jurisdiction. PornPros further agrees that any failure by Serviporno to challenge DMCA subpoenas for lack of personal jurisdiction shall not constitute a waiver or consent to personal jurisdiction of any U.S. state or federal court, and that such actions shall be inadmissible in any legal proceeding by PornPros against Respondents, for the purpose of establishing the existence of personal jurisdiction. Expeditiously upon receipt of the DMCA subpoena, Serviporno shall notify the affected user of the receipt thereof, and provide the user two (2) days within which to notify Serviporno in writing whether the user intends to challenge the validity of the subpoena by way of a motion to quash or other appropriate legal vehicle. In the event Serviporno receives notice of the end user's intent to challenge the subpoena, Serviporno shall provide the user a period of fourteen (14) days within which to file the necessary court papers. In the event Serviporno confirms that no legal challenge has been mounted by the end user to the validity of the subpoena within the fourteen (14) day period, it shall release any end user information maintained in its system that is requested by the subpoena, in the form of a subpoena response. This paragraph imposes no duty upon Serviporno to maintain any specific categories of information associated with the Websites' users, except Internet Protocol ("IP") address logs.

4.0. Websites' Legal Status

Respondents shall not be considered in breach of this Agreement, and shall not be liable for any legal claims based on infringement of PornPros' copyrights or trademarks, with respect to any PornPros Content appearing on the Websites so long as Respondents comply with the obligations imposed by Section 3.0. PornPros further agrees that so long as Respondents perform their responsibilities under this Agreement, the operation of the Websites shall not be deemed as infringing by PornPros or violative of PornPros' intellectual property rights.

5.0. Incorporation of Recitals

The above Recitals are incorporated as though fully set forth herein.

6.0. Mutual General Release

Concurrently with the execution and receipt of payment under this Agreement, except for the obligations arising out of this Agreement, and in consideration of the terms and provisions of the releases and waivers mutually exchanged under the terms hereof, and for other good and valuable

consideration, receipt of all of which is hereby acknowledged, each party to this Agreement hereby acknowledges full and complete satisfaction of any and all claims against the other, and hereby fully and forever releases and discharges each of the other Parties as well as their parent corporations and business entities, subsidiaries, affiliates, heirs, agents, predecessors, successors, partners, directors, officers, employees, executors, trustees, administrators, attorneys, insurance companies, and assigns, past and present and each of them, for any and all claims, warranties, demands, causes of action in law or equity, suits, debts, liens, contracts, agreements, obligations, promises, liability, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which any of the said Parties to this agreement ever had, now have or may, shall or can hereinafter have or acquire, from the beginning of the world up through the date of this Release, including, without limitation on the generality of the foregoing, all claims which:

A. Arise out of or are in any way connected with or related to the transactions, occurrences, acts or omissions, set forth in the demand letter transmitted by counsel for PornPros on April 16, 2013 (the "Letter"); or

B. Arise out of or are in any way connected with or related to any transaction, occurrence, event, act or omission which might have or could have been alleged in connection with the Claims.

7.0 Affirmative Representations by Execution of Agreement

Each Party represents and warrants to each other as follows:

a. Each Party has received independent legal advice from its attorneys, or the opportunity to do so, with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement.

b. Other than as set forth in this Agreement, no Party (not any of its agents, employees, representatives or attorneys) has made any statement or representation to the other regarding any fact relied upon in entering into this Agreement, nor does any Party rely upon any statement, representation or promise to the other (or of any agent, employee, representative or attorney) in executing this Agreement, or in making the settlement provided for herein.

c. Each Party has made an investigation of the facts pertaining to the settlement and this Agreement and of all the matters pertaining thereto as deemed necessary.

d. Each of the persons executing this Agreement is empowered to do so.

e. This Agreement is intended to be final and binding between the Parties hereto, and the Parties warrant and represent to one another that no promises, inducements, representations or

warranties which are not expressly set forth in this Agreement, have been, or will be claimed to have been relied upon in entering into this Agreement.

8.0 Costs/Attorney Fees

Each Party agrees to bear that Party's own costs relating to this matter, including but not limited to attorneys' fees, court costs, and all other expenses incurred with regard to any matter released pursuant to this Agreement, except in judicial actions to enforce the terms of this Agreement as set forth in Section 16; in such a judicial enforcement action, the prevailing party shall be awarded its costs and reasonable attorneys' fees accrued in connection with the dispute from the non-prevailing party only if the authority adjudicating the dispute expressly finds that the non-prevailing party's claim or defense of a claim was frivolous, vexatious, or undertaken in bad faith.

9.0 Transfer of Rights/Assignment of Claim

The Parties hereby represent and warrant that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person, corporation or other entity, any claim or cause of action released hereunder.

10.0 Advisement of Parties by Counsel

The Parties represent that they have been fully advised by their respective legal counsel as to each provision hereof and acknowledge the significance and consequence of this Release, and each party expressly consents that this Release shall be given full force and effect according to each and all of its express terms and provisions including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein specified.

11.0 Successors

This Agreement is binding and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

12.0 Entire Agreement

Boyle
This Agreement and Release constitutes the full, final and only statement of the agreement among the Parties with respect to this subject matter. There are no agreements, understandings, representations or warranties, oral or written, among any of the Parties, other than those which are expressly set forth herein. All prior negotiations and agreements between the Parties are superseded hereby, and no Party is relying upon any understanding, promise or agreement between the Parties other than those expressly set forth herein. This Agreement and Release is an integrated document.

13.0 Assumption of Risk

By entering into this Agreement and Release, each Party assumes the risk of any misrepresentation, concealment, or mistake except for the representations and statements expressly made in this Agreement and Release. If any Party should subsequently discover that any fact relied upon by him, her, or it in entering into this Agreement and Release is untrue, or that any fact or facts were concealed from him, her, or it, or that his, her or its understanding of the facts or of the law was incorrect, or that the law presently in effect has changed in a manner which would otherwise affect such Party's rights hereunder: such Party shall not be entitled to any relief whatsoever in such connection or otherwise, including, without limitation on the intended generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement and Release. This Agreement and Release is intended to be and is final and binding between the Parties hereto, regardless of any claims of fraud, misrepresentation, promise made without the intention of performing, concealment of fact, mistake of fact or law, change of law, or of any other circumstance whatsoever.

14.0 Settlement Agreement/Release Deemed Jointly Drafted

This Agreement was jointly negotiated and jointly drafted by the Parties and their respective attorneys and shall not be interpreted or construed in favor or against any Party on the ground that said Party drafted this Agreement.

15.0 Descriptions

The use of headings in this Agreement is only for ease of reference, and the headings have no effect and are not to be considered part of the terms of this Agreement.

16.0 Costs to Enforce Settlement Agreement

The Parties agree that in the event any Party to this Agreement commences a judicial proceeding to enforce any provision of this Agreement, or is required to defend such a judicial proceeding commenced by any Party to this Agreement, the prevailing party shall be awarded its costs and reasonable attorneys' fees accrued in connection with the dispute from the non-prevailing party only if the authority adjudicating the dispute expressly finds that the non-prevailing party's claim or defense of a claim was frivolous, vexatious, or undertaken in bad faith.

17.0 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court or government agency of competent jurisdiction, such provision shall be deemed fully severable, and the balance of the Agreement shall be given full force and effect in accordance with its terms.

18.0 Cooperation Clause

All Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

19.0 Writing Required for Amendment, Modification and/or Waiver

No provision hereof may be waived, modified or amended unless in writing and signed by all of the Parties hereto.

20.0 Agreement Governed by Nevada Law; Personal Jurisdiction, Dispute Resolution

This Agreement shall be governed, construed and enforced in accordance with Nevada law. Nothing contained in this Agreement shall constitute consent to personal jurisdiction, or a waiver of any objection to personal jurisdiction that any party may assert in the future.

20.1 **Arbitration.** If a dispute arises between the Parties arising out of or otherwise relating to this Agreement, the Parties shall first meet and negotiate in good faith to attempt to resolve the dispute. If, after meeting in person for informal negotiations, the Parties are unable to resolve the dispute, then either Party may demand that the dispute be submitted to formal mediation, to be held in Clark County, Nevada, in a convenient location agreed to by the Parties. The Parties agree to participate in mediation in a good faith attempt to resolve any and all disputes. The mediator shall be knowledgeable in Internet and intellectual property disputes. If the Parties are unable to resolve the dispute through direct negotiations and/or formal mediation, then, except as otherwise provided herein, either Party must submit the issue to binding arbitration in accordance with applicable Arbitration laws and statutes. Claims subject to arbitration ("Arbitral Claims") shall include, but are not limited to, contract, tort and intellectual property claims of all kinds, and all claims based on any federal, state or local law, statute, or regulation, excepting only claims seeking injunctions, attachment, garnishment, and other equitable relief. The arbitration shall be conducted in the Clark County, Nevada, in a convenient location agreed to by the parties, or absent such agreement, selected by the Arbitrator. The arbitration shall be conducted by a single arbitrator, knowledgeable in Internet and intellectual property disputes. The arbitrator shall be willing to execute an oath of neutrality. The arbitration proceedings shall be confidential.

20.2 **Arbitrator's Authority.** The Arbitrator shall have no authority to award any punitive or exemplary damages; certify a class action; add any parties; vary or ignore the provisions of this Agreement; and shall be bound by governing and applicable law. The arbitrator shall render a written opinion setting forth all material facts and the basis of his or her decision within thirty (30) days of the conclusion of the arbitration proceeding. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.

20.3 No waiver of right to arbitration -- There shall be no waiver of the right to arbitration unless such waiver is provided affirmatively and in writing by the waiving Party to the other Party. There shall be no implied waiver of this right to arbitration. No acts, including the filing of litigation, shall be construed as a waiver or a repudiation of the right to arbitrate.

21.0 Counterparts

This Agreement may be executed in two or more counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed the same document. As such counterparts shall be deemed an original, they shall be construed together and shall constitute one and the same instrument. This Agreement may be executed via facsimile signatures, which shall have the same force and effect as if they were original signatures.

22.0 Confidentiality

The Parties agree that the existence and terms of this Agreement (the "Confidential Terms") are and shall be kept strictly confidential by the Parties. Except to the extent that any of the Parties reasonably believes it is required by law to disclose the Confidential Terms or to the extent that any of the Parties is required to disclose the Confidential Terms to its counsel or accountants or to the taxing authorities, tax preparers, or others with respect to tax matters; or to the extent required by subpoena or other order of a court or government body of competent jurisdiction; or in connection with enforcing this Agreement, the Confidential Terms shall remain confidential and shall not be disclosed to anyone for any reason. Further, the Parties (including their undersigned Counsel) agree that they will not comment on the Confidential Terms to any person or entity, except as required for legal or accounting purposes, unless written consent is given by the other side, and that the Parties and their Counsel are bound by the limitations of this Agreement, as set forth in this paragraph.

This Agreement shall not be disclosed by a Party in response to a discovery request or subpoena in any legal proceeding without first giving all other Parties at least twenty (20) days prior written Notice and an opportunity to object to such disclosure in the appropriate forum and manner. If any Motion is filed to prevent the disclosure, then no such disclosure shall be made unless and until the Motion is fully adjudicated and an Order is entered requiring such disclosure. Nothing stated herein is intended to, nor shall be construed as, precluding any of the Parties from objecting to such disclosure and refusing to make such disclosure absent a Court Order requiring such disclosure. Whenever possible, disclosure shall be subject to a suitable Protective Order entered by the applicable Court. Whenever necessary or desirable, this Confidentiality Paragraph No. 22.0 may be cited and quoted by any Party in objecting to or opposing disclosure of this Agreement.

23.0 Notices

All Notices of any kind which either Party hereto may require or desire to serve upon any other Party to this Agreement shall be in writing and served upon the other Party by personal delivery, or by

mailing a copy thereof by regular mail or certified or registered mail, postage prepaid with return receipt, or via email to the addresses set forth below;

To Respondents:

c/o Lawrence G. Walters, Esq.
Walters Law Group
195 W. Pine Avenue
Longwood, FL 32750
(407) 975-9150
(407) 774-6151 (Fax)
Email: larry@firstamendment.com

To PornPros:

c/o Marc J. Randazza, Esq.
Randazza Legal Group
3625 S. Town Center Drive
Las Vegas, NV 89135
Email: mjr@randazza.com

Service shall be deemed complete on the day of personal delivery or overnight courier delivery or emailing. The addresses to which notices may be sent may be changed by written notice served as provided above by either Party upon the other Parties.

IN WITNESS WHEREOF, the Parties below named have executed this Settlement Agreement and Mutual Release as of the date first above written.


Dated: August 19, 2013

Name:

Title:

For SSC Group, LLC d/b/a Porn Pros ("PornPros")

Dated: August 19, 2013


Name: Borja Mera Urrestarazu

Title: Owner

For Borjan Solutions S.L. d/b/a Serviporno.com

Dated: August 19, 2013


Name: Borja Mera Urrestarazu

Name: Borja Mera Urrestarazu

Title: Owner

For: Monetia S.L. d/b/a Cumlouder.com and
Wamcash

Acknowledged By:

Counsel for Respondents

Counsel for PornPros

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS AGREEMENT is made and entered into as of the date last executed below (the "Effective Date"), by and between SSC Group, LLC d/b/a Porn Pros ("PornPros") on the one hand, and Borjan Solutions S.L. d/b/a Serviporno.com ("Serviporno"), Borja Mera Urrestiarazu ("Borjan"), and Monetia S.L. d/b/a Cumlounder.com and Wamcash ("Monetia") on the other hand. Serviporno, Borjan, and Monetia are collectively referred to as the "Respondents." Porn Pros and Respondents are collectively referred to as the "Parties"; individually, each may be referred to as a "Party."

RECITALS

- A. Porn Pros asserted claims relating to intellectual property infringement against Respondents ("Claims"), via demand letter dated April 16, 2013, relating to Respondents' alleged operation of various adult-themed websites, including Serviporno.com, and Cumlounder.com, and any affiliated sites (the "Websites").
- B. Respondents have denied liability for the infringement claims, and have asserted that the courts of the United States lack personal jurisdiction over their foreign website operation. The Parties thereafter agreed to commence informal settlement discussions in a good faith effort to resolve the Claims.
- C. Respondents deny liability for any of the Claims asserted by PornPros, and PornPros does not agree United States courts lack personal jurisdiction over Respondents. However, the Parties desire to achieve a speedy resolution of the Claims without incurring the burden and expense of formal litigation.
- D. The Parties have determined it to be in their mutual best interests to reduce their agreements to writing.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein, and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1.0 Payment

1.1 Cash Payment

Respondent Serviporno agrees to pay PornPros the sum of twenty-five thousand dollars and no cents (\$25,000.00) in one lump sum by September 1, 2013.

Serviporno agrees that it shall pay PornPros interest at the rate of six percent (6%) per annum, or .5% per month if the payment is not received by the date indicated above.

The payment shall be in the form of a wire transfer made payable to Randazza Legal Group Trust Account. Instructions are attached to this Agreement.

1.2 Advertising/Marketing Considerations

Respondent Monetia agrees to place a hyperlinking graphical advertisement via an IFRAME hosted by Complainant PornPros measuring 950 pixels in width by 250 pixels in height, the content for which shall be provided by Complainant PornPros, in the footer on every page in Respondent Monetia's password-protected member's area (the "Footer Ad"). Respondent Monetia shall display the Footer Ad to all users, from all countries, at all times for 6 months, beginning within 10 days after the Effective Date. Respondent Monetia shall also create a channel for PornPros content within its members' area, which it shall maintain indefinitely, which is to be created within 10 days of the Effective Date. Complainant PornPros reserves the right to inspect Respondent Monetia's password-protected members' area for compliance with this term at any time.

Respondent Monetia shall earn a 50% revenue share of all sales PornPros derives from the Footer Ad; before receiving these sums, Monetia shall sign up as an affiliate with PornPros. The Parties understand that chargebacks are a normal part of business and to be expected in the course of online commerce. However, the Parties agree that any disputes over significantly higher-than-normal chargebacks Complainant PornPros experiences through the Footer Ad shall first be addressed by written communication in a good faith effort to resolve the dispute. If these good-faith written communications fail to acceptably resolve any Party's dispute over chargebacks, the Parties' dispute shall be subject to the dispute resolution provisions found within Section 20 of this Agreement.

2.0 Undertakings by PornPros

2.1 Pre-suit Requirements and Protections Against Future Litigation

The Parties acknowledge that this Agreement is intended to resolve all pending issues between the Parties relating to the operation of the Websites, in an effort to both address previous Claims and to prevent future litigation. Therefore, prior to the filing of any future litigation against the Respondents, either individually or collectively, relating to intellectual property rights infringement, PornPros agrees that it will afford Respondents an opportunity to remove any and all allegedly infringing material using the PornPros Removal Form and procedure described in paragraph 3.0 below. So long as Respondents discharge their obligations pursuant to paragraph 3.0, PornPros shall not initiate any legal proceeding against the Respondents, or, their agents, employees, successors or assigns, relating to the allegedly infringing material.

2.2. Removal of Existing Infringing Material

Prior to the execution of this Agreement, PornPros has undertaken diligent efforts to identify any content on the Websites that allegedly violates PornPros' intellectual property rights, and has informed Respondents of the existence of any such material, in an effort to allow Respondents an opportunity to remove such material from the Website. No material belonging to PornPros that was published on the Websites prior to the execution of this Agreement shall form the basis for any intellectual property claim against Respondents, subsequent to the execution of this Agreement.

3.0 Undertakings by Respondents

3.1. Future Notifications of Infringement

Within 10 days of the Effective Date, Respondents shall create a specific web form for use by PornPros for the purpose of identifying allegedly infringing links on the Websites to material owned by PornPros (hereinafter the "Porn Pros Removal Form"), which will allow PornPros to fill in hyperlinks and submit any Website URL it believes to be infringing on its copyrights. Submission of one or more links on the Porn Pros Removal Form will then automatically result in the content being removed from the subject Website, within twenty-four (24) hours of submission of a link to material appearing on one or more of the Websites. The relevant Website user(s) who are responsible for uploading the identified material will be identified as an infringer, consistent with the Websites' Notice & Takedown Policy, and subject to termination under Respondent's Repeat Infringer Policy ("RIP"). ServiPorno shall promptly provide to PornPros links to all files uploaded by any user identified by PornPros as an infringer, so as to enable PornPros to determine if any other identifiable PornPros material, has been uploaded by the user. PornPros shall identify any additional infringing links. Any such material shall also be removed, and ServiPorno shall terminate the user as a repeat infringer. Submission of a link on the Porn Pros Removal Form shall constitute a formal Notification of Infringement pursuant to the Digital Millennium Copyright Act ("DMCA"). PornPros may use formal DMCA notices in lieu of this procedure, if deemed necessary, proper, or desirable, but should not use both this method and formal DMCA notices for the same link.

3.2. Modification of Repeat Infringer Policy

Within fifteen (15) days of the execution of this Agreement, ServiPorno agrees that its RIP shall state that any user who receives more than two (i.e., a total of three or more) final notifications of infringement, as defined in the RIP, shall be terminated as a repeat infringer. A terminated user's email address and username shall be blocked permanently. Any content forming the basis for the termination shall be deleted, and ServiPorno shall provide to PornPros links to all files uploaded by the terminated user so as to enable PornPros to review this user's library for any other infringements of PornPros' copyrights. ServiPorno shall pay PornPros \$500 per clearly-identifiable PornPros video that remains in a suspended member's library more than fourteen (14) days after PornPros notifies ServiPorno of its infringing status, through one of the methods set forth herein, unless ServiPorno can establish that a communications failure prevented it from actually receiving notification of the continued availability of the infringing video on the site. In the event PornPros identifies the existence of such video in such time frame, PornPros will provide notice identifying the URL location of the

offending video to Serviporno in accordance with this Agreement, and Serviporno shall issue payment within fifteen (15) days upon PornPros' transmission of notice identifying the infringing video(s).

3.3. DMCA Subpoena Procedure

After the execution of this Agreement, in the event PornPros submits a link on the Porn Pros Removal Form, and no counter-notification is received from the responsible user within fourteen (14) days, Respondents acknowledge that PornPros shall be entitled to initiate any appropriate court action, and issue a valid DMCA subpoena seeking subscriber information associated with the uploader of the allegedly infringing material. In the event PornPros serves Serviporno with a valid DMCA subpoena for Website end user information, Serviporno agrees not to challenge the subpoena for lack of personal jurisdiction. PornPros further agrees that any failure by Serviporno to challenge DMCA subpoenas for lack of personal jurisdiction shall not constitute a waiver or consent to personal jurisdiction of any U.S. state or federal court, and that such actions shall be inadmissible in any legal proceeding by PornPros against Respondents, for the purpose of establishing the existence of personal jurisdiction. Expeditiously upon receipt of the DMCA subpoena, Serviporno shall notify the affected user of the receipt thereof, and provide the user two (2) days within which to notify Serviporno in writing whether the user intends to challenge the validity of the subpoena by way of a motion to quash or other appropriate legal vehicle. In the event Serviporno receives notice of the end user's intent to challenge the subpoena, Serviporno shall provide the user a period of fourteen (14) days within which to file the necessary court papers. In the event Serviporno confirms that no legal challenge has been mounted by the end user to the validity of the subpoena within the fourteen (14) day period, it shall release any end user information maintained in its system that is requested by the subpoena, in the form of a subpoena response. This paragraph imposes no duty upon Serviporno to maintain any specific categories of information associated with the Websites' users, except Internet Protocol ("IP") address logs.

4.0 Websites' Legal Status

Respondents shall not be considered in breach of this Agreement, and shall not be liable for any legal claims based on infringement of PornPros' copyrights or trademarks, with respect to any PornPros Content appearing on the Websites so long as Respondents comply with the obligations imposed by Section 3.0. PornPros further agrees that so long as Respondents perform their responsibilities under this Agreement, the operation of the Websites shall not be deemed as infringing by PornPros or violative of PornPros' intellectual property rights.

5.0 Incorporation of Recitals

The above Recitals are incorporated as though fully set forth herein.

6.0 Mutual General Release

Concurrently with the execution and receipt of payment under this Agreement, except for the obligations arising out of this Agreement, and in consideration of the terms and provisions of the releases and waivers mutually exchanged under the terms hereof, and for other good and valuable consideration, receipt of all of which is hereby acknowledged, each party to this Agreement hereby acknowledges full and complete satisfaction of any and all claims against the other, and hereby fully and forever releases and discharges each of the other Parties as well as their parent corporations and business entities, subsidiaries, affiliates, heirs, agents, predecessors, successors, partners, directors, officers, employees, executors, trustees, administrators, attorneys, insurance companies, and assigns, past and present and each of them, for any and all claims, warranties, demands, causes of action in law or equity, suits, debts, liens, contracts, agreements, obligations, promises, liability, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent, which any of the said Parties to this agreement ever had, now have or may, shall or can hereinafter have or acquire, from the beginning of the world up through the date of this Release, including, without limitation on the generality of the foregoing, all claims which:

A. Arise out of or are in any way connected with or related to the transactions, occurrences, acts or omissions, set forth in the demand letter transmitted by counsel for PornPros on April 16, 2013 (the "Letter"); or

B. Arise out of or are in any way connected with or related to any transaction, occurrence, event, act or omission which might have or could have been alleged in connection with the Claims.

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Each Party represents and warrants to each other as follows:

a. Each Party has received independent legal advice from its attorneys, or the opportunity to do so, with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement.

b. Other than as set forth in this Agreement, no Party (nor any of its agents, employees, representatives or attorneys) has made any statement or representation to the other regarding any fact relied upon in entering into this Agreement, nor does any Party rely upon any statement, representation or promise to the other (or of any agent, employee, representative or attorney) in executing this Agreement, or in making the settlement provided for herein.

c. Each Party has made an investigation of the facts pertaining to the settlement and this Agreement and of all the matters pertaining thereto as deemed necessary.

d. Each of the persons executing this Agreement is empowered to do so.

e. This Agreement is intended to be final and binding between the Parties hereto, and the Parties warrant and represent to one another that no promises, inducements, representations or warranties which are not expressly set forth in this Agreement, have been, or will be claimed to have been relied upon in entering into this Agreement.

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This Agreement may be executed in two or more counterparts and by different Parties hereto in separate counterparts, with the same effect as if all Parties had signed the same document. As such counterparts shall be deemed an original, they shall be construed together and shall constitute one and the same instrument. This Agreement may be executed via facsimile signatures, which shall have the same force and effect as if they were original signatures.

22.0 Confidentiality

The Parties agree that the existence and terms of this Agreement (the "Confidential Terms") are and shall be kept strictly confidential by the Parties. Except to the extent that any of the Parties reasonably believes it is required by law to disclose the Confidential Terms; or to the extent that any of the Parties is required to disclose the Confidential Terms to its counsel or accountants or to the taxing authorities, tax preparers, or others with respect to tax matters; or to the extent required by subpoena or other order of a court or government body of competent jurisdiction; or in connection with enforcing this Agreement, the Confidential Terms shall remain confidential and shall not be disclosed to anyone for any reason. Further, the Parties (including their undersigned Counsel) agree that they will not comment on the Confidential Terms to any person or entity, except as required for legal or accounting purposes, unless written consent is given by the other side, and that the Parties and their Counsel are bound by the limitations of this Agreement, as set forth in this paragraph.

This Agreement shall not be disclosed by a Party in response to a discovery request or subpoena in any legal proceeding without first giving all other Parties at least twenty (20) days prior written Notice and an opportunity to object to such disclosure in the appropriate forum and manner. If any Motion is filed to prevent the disclosure, then no such disclosure shall be made unless and until the Motion is fully adjudicated and an Order is entered requiring such disclosure. Nothing stated herein is intended to, nor shall be construed as, precluding any of the Parties from objecting to such disclosure and refusing to make such disclosure absent a Court Order requiring such disclosure. Whenever

possible, disclosure shall be subject to a suitable Protective Order entered by the applicable Court. Whenever necessary or desirable, this Confidentiality Paragraph No. 22.0 may be cited and quoted by any Party in objecting to or opposing disclosure of this Agreement.

23.0 Notices

All Notices of any kind which either Party hereto may require or desire to serve upon any other Party to this Agreement shall be in writing and served upon the other Party by personal delivery, or by mailing a copy thereof by regular mail or certified or registered mail, postage prepaid with return receipt, or via email to the addresses set forth below:

To Respondents:

c/o Lawrence G. Walters, Esq.
Walters Law Group
195 W. Pine Avenue
Longwood, FL 32750
(407) 975-9150
(407) 774-6151 (Fax)
Email: larry@firstamendment.com

To PornPros:

c/o Marc J. Randazza, Esq.
Randazza Legal Group
3625 S. Town Center Drive
Las Vegas, NV 89135
Email: mjr@randazza.com

Service shall be deemed complete on the day of personal delivery or overnight courier delivery or emailing. The addressee to which notices may be sent may be changed by written notice served as provided above by either Party upon the other Parties.

IN WITNESS WHEREOF, the Parties below named have executed this Settlement Agreement and Mutual Release as of the date first above written.

Dated August 21, 2013

Name


Adam Silverman

Title: PRESIDENT

For SSC Group, LLC d/b/a Porn Pros ("PornPros")

Dated: August __, 2013

Name:

Title: Owner

For Borjan Solutions S.L. d/b/a Serviporno.com

Dated: August __, 2013

Name: Borja Mera Urrestarazu

Dated: August __, 2013

Name:

Title: Owner

For: Monetia S.L. d/b/a Cumlounder.com and
Wamcash

Acknowledged By:

Counsel for Respondents

Counsel for PornPros

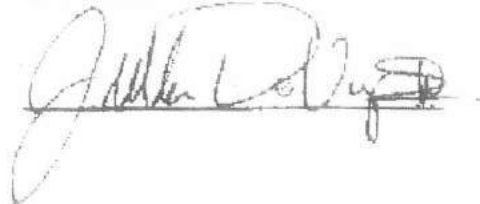


Exhibit 2

RANDAZZA

LEGAL GROUP

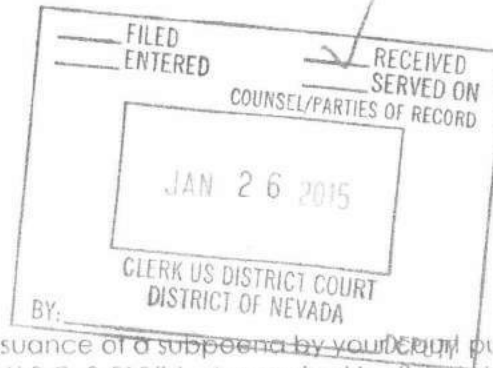
Ronald D. Green
Partner
Licensed in NV

January 26, 2015

Clerk's Office, U.S. District Court
District of Nevada – Las Vegas Division
333 Las Vegas Boulevard South
Las Vegas, NV 89101

Re: DMCA Subpoena

Dear Clerk of Court:



Enclosed please find a request for the issuance of a subpoena by your Court pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(h). As required by the statute, the following are enclosed:

1. The Application/Declaration for the DMCA subpoena to be issued;
2. A copy of the proposed subpoena to be signed by the appropriate court officer;
3. A copy of a DMCA notice sent to the subject of the subpoena, as required by the DMCA;

I recognize that DMCA subpoena file requests are rare. Should you have any questions or require any additional items, please feel free to contact me at 702-420-2001.

Sincerely,

Ronald D. Green

encl: Application/Declaration for DMCA subpoena
Proposed DMCA subpoena
Copy of DMCA takedown notice

3625 South Town Center Drive, Las Vegas, Nevada 89135

rdg@randazza.com | 702.420.2001

LAS VEGAS | MIAMI | PHILADELPHIA | SAN FRANCISCO

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

FILED
ENTEREDRECEIVED
SERVED ON

COUNSEL/PARTIES OF RECORD

UNITED STATES DISTRICT COURT

for the

District of Nevada

In re AMA Multimedia, LLC: Identification of John Does
1-256 Pursuant to the DMCA

Plaintiff

v.

Defendant

BY:

CLERK US DISTRICT COURT
DISTRICT OF NEVADA

DEPUTY

2:15-ms-00005

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

Borjan Solutions S.L. d/b/a Serviporno.com

To:

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place: Randazza Legal Group
3625 S. Town Center Drive, Suite 150
Las Vegas, NV 89135

Date and Time:

February 9, 2015. 10:00 a.m. Pacific Time

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 26, 2015

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party)

AMA Multimedia, LLC

Ronald D. Green, rdg@randazza.com, (702) 420-2001

3625 S. Town Center Drive, Suite 150, Las Vegas, NV 89135

, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____

; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of

\$ _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

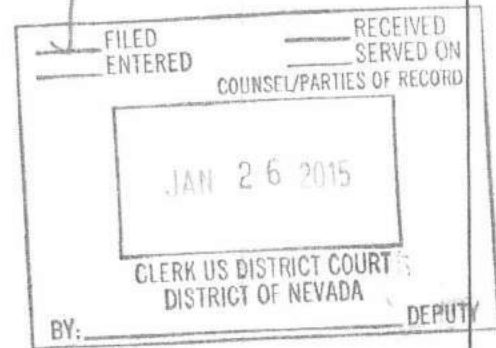
Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.: _____



Ronald D. Green (Nevada Bar No. 7360)
 RANDAZZA LEGAL GROUP
 3625 S. Town Center Drive, Suite 150
 Las Vegas, NV 89135
 Telephone: 702-420-2001
 Facsimile: 305-437-7662
 ecf@randazza.com

Attorneys for Plaintiff,
 AMA Multimedia, LLC

2:15-ms-00005

**IN THE UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA**

In re AMA Multimedia, LLC: Identification
 of John Does 1-256 Pursuant to the
 Digital Millennium Copyright Act
 ("DMCA")

Case No.

**APPLICATION AND DECLARATION IN
 SUPPORT OF ISSUANCE OF SUBPOENA
 UNDER 17 U.S.C. § 512(h)**

**APPLICATION AND DECLARATION IN SUPPORT OF
 ISSUANCE OF SUBPOENA UNDER 17 U.S.C. § 512(h)**

Pursuant to 17 U.S.C. § 512(h), I, Ronald D. Green, attorney for AMA Multimedia, LLC ("AMA"), hereby swear that the purpose for which AMA seeks the registered subpoenas is to obtain the identity of alleged copyright infringers, and that such information will only be used for the purpose of protecting AMA's intellectual property rights.

AMA is aware of precedent concerning the use of Digital Millennium Copyright Act ("DMCA") subpoenas to identify individuals from cable service providers in the Court of Appeals for the District of Columbia Circuit, *Recording Industry Ass'n of America v. Verizon Internet Servs., Inc.*, 351 F.3d 1229 (D.D.C. 2003), as well as the Eighth Circuit Court of Appeals. *In re Charter Comm'ns*,

1 Inc., 393 F.3d 771 (8th Cir. 2005). This matter of law, however, is unsettled within
2 the Ninth Circuit.

3 It is the petitioner's position that the Ninth Circuit Court of Appeals would
4 find contrary to these courts and would agree with the dissent in *In re Charter*,
5 393 F.3d at 778. A plain reading of the DMCA will reveal that "[t]he subpoena
6 power created by Congress in § 512(h) does not limit the type of service
7 provider for whom subpoenas may be issued in the fight against internet piracy .

8 . . . The only viable way for copyright owners to vindicate their intellectual
9 property rights in a timely manner when infringing materials are transmitted
10 across peer to peer networks is to subpoena the [internet service providers,
11 a/k/a] ISPs for disclosure of the identities of alleged infringers." *Id.* at 779.

12 The *Charter* Court's dissent further noted that "[t]he suggestion that
13 copyright holders should be left to file John Doe lawsuits to protect themselves
14 from infringement by subscribers of conduit ISPs like Charter, instead of availaing
15 themselves of the mechanism Congress provided in the dmca, is impractical
16 and contrary to legislative intent." *Id.* at 782. Indeed, "[n]owhere in the DMCA
17 did Congress indicate that copyright holders should be relegated to such
18 cumbersome and expensive measures [as filing individual adversarial lawsuits]
19 against conduit ISPs. The legislative history shows that the purpose of the
20 subpoena power in the DMCA was to obtain the assistance of ISPs in an
21 expeditious process to stop infringement." *Id.* Additionally, the information
22 sought pursuant to this subpoena is not of anonymous file-sharers, but rather of
23 registered users of the website <serviporno.com>.
24

25 On this basis, this Court may properly grant AMA subpoena power under
26 17 U.S.C. 512(h) in order to pursue the infringers of his copyrighted work.
27

RANDAZZA LEGAL GROUP

1 Executed under penalty of perjury this 26th day of January, 2015.

2
3 Respectfully Submitted,

4 RANDAZZA LEGAL GROUP

5 /s/ Ronald D. Green

6 Ronald D. Green (Nevada Bar No. 7360)

7 Randazza Legal Group

8 3625 S. Town Center Drive, Suite 150

9 Las Vegas, NV 89135
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RANDAZZA LEGAL GROUP
3625 S. Town Center Drive, Suite 150
Las Vegas, NV 89135
Telephone: 702-420-2001
Facsimile: 702-420-2003
ecf@randazza.com

Attorneys for Plaintiff,
AMA Multimedia, LLC

2:15-ms-00005

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

In re AMA Multimedia, LLC: Identification
of John Does 1-256 Pursuant to the
Digital Millennium Copyright Act
("DMCA")

Case No.

ATTACHMENT A TO SUBPOENA

Items and information requested pursuant to this subpoena:

1. Any and all information in your possession pertaining to the identity(y/ies) of the individual(s) who uploaded the videos specified in Attachment B infringing AMA Multimedia, LLC's copyrighted works of <serviporno.com>, including but not limited to:
 - a. The users' name(s)
 - b. The users' last known address(es)
 - c. The users' e-mail address(es)
 - d. The users' phone number(s)

Dated: January 26, 2015

Respectfully Submitted,

RANDAZZA LEGAL GROUP

/s/ Ronald D. Green

Ronald D. Green (Nevada Bar No. 7360)

Randazza Legal Group

3625 S. Town Center Drive, Suite 150

Las Vegas, NV 89135

RANDAZZA | LEGAL GROUP

1 Ronald D. Green (Nevada Bar No. 7360)
2 RANDAZZA LEGAL GROUP
3 3625 S. Town Center Drive, Suite 150
4 Las Vegas, NV 89135
5 Telephone: 702-420-2001
6 Facsimile: 702-420-2003
7 ecf@randazza.com

8 Attorneys for Plaintiff,
9 AMA Multimedia, LLC

10 **IN THE UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 In re AMA Multimedia, LLC: Identification
13 of John Does 1-256 Pursuant to the
14 Digital Millennium Copyright Act
15 ("DMCA")

Case No.

ATTACHMENT B TO SUBPOENA

16 The subpoena requests the information specified in Attachment A
17 pertaining to users of <serviporno.com> who uploaded the following videos that
18 infringe on AMA Multimedia, LLC's copyrights:

- 19 • <http://www.serviporno.com/videos/corrine-blake-follada-despues-del-masaje/>
- 20 • <http://www.serviporno.com/videos/sexy-asiatica-gozando-de-una-gran-polla/>
- 21 • <http://www.serviporno.com/videos/un-pov-con-una-mini-latina/>
- 22 • <http://www.serviporno.com/videos/la-perfeccion-existe/>

RAN-DAZZA LEGAL GROUP

1 Dated: January 26, 2015

Respectfully Submitted,

RAN-DAZZA LEGAL GROUP

/s/ Ronald D. Green

Ronald D. Green (Nevada Bar No. 7360)

Randazza Legal Group

3625 S. Town Center Drive, Suite 150

Las Vegas, NV 89135

RANDAZZA

LEGAL GROUP

Privileged and Confidential Communication

December 23, 2014

Via Email Only

Larry@firstamendment.com

Lawrence G. Walters, Esq.
Walters Law Group
195 W. Pine Ave.
Longwood, FL 32750

Re: Infringing Material On Serviporno.com

Dear Larry:

I am writing on behalf of AMA Multimedia, LLC ("AMA") t/k/a SSC Group, LLC. On or about August 19, 2013, AMA settled its copyright claims against your clients Borjan Solutions S.L. d/b/a Serviporno.com, Borjan Mera Urrestarazu, and Monetia, S.L. d/b/a Cumlouder.com and Wamcash (collectively, "Respondents"). Those claims related to large amounts of AMA's copyrighted content appearing on the Serviporno.com website in a manner that suggested it was being uploaded from other tube sites by Respondents themselves and not by users of the Serviporno website. The settlement provided that Respondents would take steps to ensure that AMA's content was not placed unlawfully on Respondents' websites and that, if AMA's content did appear on Respondents' websites, it would be promptly taken down upon notification from AMA.

For about a year after the execution of the settlement, AMA's copyrighted content was largely absent from the Serviporno website. However, in October of 2013, AMA observed that its content had begun appearing on the site in the same manner that it had appeared in the past. Specifically, its full length videos and shorter promotional videos, which appear legally on other tube sites, are being uploaded to Serviporno from those tube sites. As it currently stands, AMA cannot determine whether these videos are being uploaded by Serviporno's users or by Respondents themselves. As such, we request that Serviporno provide us with all information regarding the user(s) who uploaded the movies located at the following URLs:

<http://www.serviporno.com/videos/corrine-blake-follada-despues-del-masaje/>
<http://www.serviporno.com/videos/sexy-asiatica-gozarido-de-una-gran-polla/>
<http://www.serviporno.com/videos/un-pov-con-una-mini-latina/>
<http://www.serviporno.com/videos/la-perfeccion-existe/>

The first two links above are for short videos excerpted from AMA's longer, full-length videos. The latter two links contain AMA's entire full-length videos. Respondents are not

3625 South Town Center Drive, Las Vegas, Nevada 89135
rdg@randazzo.com | 702.420.2001

LAS VEGAS | MIAMI | PHILADELPHIA | SAN FRANCISCO

Infringing Material on Serviporno
Page 2 of 2

authorized to display any of them on the Serviporno website. The original videos to which AMA owns copyrights can be found on the World Wide Web at:

<http://fantasyhd.com/video/more-than-a-mouthful>
<http://puremature.com/video/precious-s snatch>
<http://tiny4k.com/video/tiny-latina-teen>
<http://fantasyhd.com/video/heart-rate-hottie>

The information AMA seeks regarding the users who uploaded these videos includes, but is not limited to: their user names, their IP addresses, their email addresses, identification of all other videos that these users have uploaded to the Serviporno website, their login histories, and any other identifying information about these users in Serviporno's possession. While AMA would like this information as quickly as possible, it additionally recognizes that the holidays are fast approaching. Therefore, pursuant to the provisions of the settlement agreement, please provide us with this information no later than 14 days of the date of this correspondence.

This notice is being provided in good faith and with reasonable certainty that AMA's copyrights are being infringed. We are authorized to act on behalf of AMA as its counsel and can attest that the information contained in this communication is true and accurate. We appreciate your time and attention to this matter and look forward to your response.

Best regards,

Ronald D. Green

Exhibit 3

BOSTON LAW GROUP, PC

ATTORNEYS AT LAW

825 BEACON STREET, SUITE 20
NEWTON CENTRE, MASSACHUSETTS 02459

Main (617) 928-1800

Fax (617) 928-1802

Via Email and First Class Mail

March 11, 2015

Ronald D. Green, Esq.
Randazza Legal Group
3625 S. Town Center Drive, Suite 150
Las Vegas, Nevada 89135
rdg@randazza.com

**Re: Subpoena to Borjan Solutions S.L. d/b/a Serviporno.com
In re AMA Multimedia, LLC: Identification of John Does 1-256
Pursuant to the DMCA
U.S. District Court of Nevada, Case No. 2:15-ms-00005**

Dear Attorney Green,

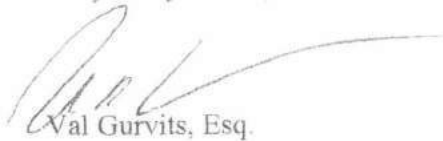
Please recall that this law firm represents Borjan Solutions S.L. We are in receipt of your subpoena pursuant to the DMCA requesting information about the individuals who uploaded certain videos to the serviporno.com website. A copy of that subpoena is attached hereto for reference as Exhibit 1.

Please be advised the Borjan Solutions S.L. is not a United States entity, is not subject to personal jurisdiction in the United States and is not subject to United States law. Therefore, it is not obligated to respond to the subpoena. However, as a courtesy and in the interest of cooperating with United States intellectual property owners, Borjan Solutions S.L. voluntarily submits the information requested without subjecting itself to personal jurisdiction in or the law of the United States.

Please find attached as Exhibit 2 my client's response to the information requested in the subpoena.

Should you have any questions, comments or concerns, you may contact me directly at 617-928-1804 or at vgurvits@bostonlawgroup.com

Very Truly Yours,



Val Gurvits, Esq.

Exhibit

1

RANDAZZA

LEGAL GROUP

Ronald D. Green
Partner
Licensed in NV

January 26, 2015

Clerk's Office, U.S. District Court
District of Nevada – Las Vegas Division
333 Las Vegas Boulevard South
Las Vegas, NV 89101

Re: DMCA Subpoena

Dear Clerk of Court:

Enclosed please find a request for the issuance of a subpoena by your DEPUTY pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(h). As required by the statute, the following are enclosed:

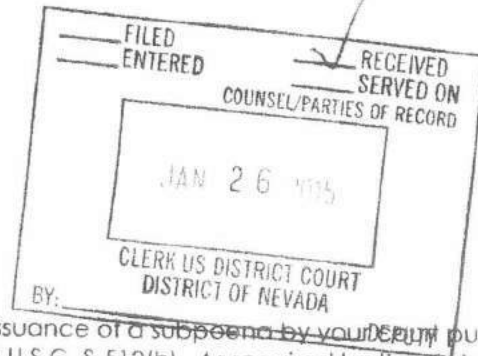
1. The Application/Declaration for the DMCA subpoena to be issued;
2. A copy of the proposed subpoena to be signed by the appropriate court officer;
3. A copy of a DMCA notice sent to the subject of the subpoena, as required by the DMCA;

I recognize that DMCA subpoena file requests are rare. Should you have any questions or require any additional items, please feel free to contact me at 702-420-2001.

Sincerely,

Ronald D. Green

encl: Application/Declaration for DMCA subpoena
Proposed DMCA subpoena
Copy of DMCA takedown notice



3625 South Town Center Drive, Las Vegas, Nevada 89135

rdg@randazza.com | 702.420.2001

LAS VEGAS | MIAMI | PHILADELPHIA | SAN FRANCISCO

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises

FILED
ENTEREDRECEIVED
SERVED ON

COUNSEL/PARTIES OF RECORD

UNITED STATES DISTRICT COURT

for the

District of Nevada

JAN 26 2015

In re AMA Multimedia, LLC: Identification of John Does
1-256 Pursuant to the DMCA

Plaintiff

v.

Defendant

CLERK US DISTRICT COURT
DISTRICT OF NEVADA

BY:

DEPUTY

2:15-ms-00005

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

Borjan Solutions S.L. d/b/a Serviporno.com

To:

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place: Randazza Legal Group
3625 S. Town Center Drive, Suite 150
Las Vegas, NV 89135Date and Time:
February 9, 2015 10:00 a.m. Pacific Time

☒ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 26, 2015

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party)

AMA Multimedia, LLC

Ronald D. Green, rdg@randazza.com, (702) 420-2001,

3625 S. Town Center Drive, Suite 150, Las Vegas, NV 89135.

, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of

\$ _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00

I declare under penalty of perjury that this information is true.

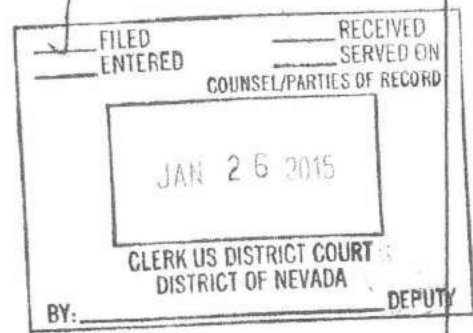
Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.: _____



Ronald D. Green (Nevada Bar No. 7360)
 RANDAZZA LEGAL GROUP
 3625 S. Town Center Drive, Suite 150
 Las Vegas, NV 89135
 Telephone: 702-420-2001
 Facsimile: 305-437-7662
 ecf@randazza.com

Attorneys for Plaintiff,
 AMA Multimedia, LLC

2:15-ms-00005

**IN THE UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA**

In re AMA Multimedia, LLC: Identification
 of John Does 1-256 Pursuant to the
 Digital Millennium Copyright Act
 ("DMCA")

Case No.

**APPLICATION AND DECLARATION IN
 SUPPORT OF ISSUANCE OF SUBPOENA
 UNDER 17 U.S.C. § 512(h)**

**APPLICATION AND DECLARATION IN SUPPORT OF
 ISSUANCE OF SUBPOENA UNDER 17 U.S.C. § 512(h)**

Pursuant to 17 U.S.C. § 512(h), I, Ronald D. Green, attorney for AMA Multimedia, LLC ("AMA"), hereby swear that the purpose for which AMA seeks the registered subpoenas is to obtain the identity of alleged copyright infringers, and that such information will only be used for the purpose of protecting AMA's intellectual property rights.

AMA is aware of precedent concerning the use of Digital Millennium Copyright Act ("DMCA") subpoenas to identify individuals from cable service providers in the Court of Appeals for the District of Columbia Circuit, *Recording Industry Ass'n of America v. Verizon Internet Servs., Inc.*, 351 F.3d 1229 (D.D.C. 2003), as well as the Eighth Circuit Court of Appeals. *In re Charter Comm'n's*,

RANDAZZA LEGAL GROUP

1 Inc., 393 F.3d 771 (8th Cir. 2005). This matter of law, however, is unsettled within
2 the Ninth Circuit.

3 It is the petitioner's position that the Ninth Circuit Court of Appeals would
4 find contrary to these courts and would agree with the dissent in *In re Charter*,
5 393 F.3d at 778. A plain reading of the DMCA will reveal that "[t]he subpoena
6 power created by Congress in § 512(h) does not limit the type of service
7 provider for whom subpoenas may be issued in the fight against internet piracy .

8 . . . The only viable way for copyright owners to vindicate their intellectual
9 property rights in a timely manner when infringing materials are transmitted
10 across peer to peer networks is to subpoena the [internet service providers,
11 a/k/a] ISPs for disclosure of the identities of alleged infringers." *Id.* at 779.

12 The *Charter* Court's dissent further noted that "[t]he suggestion that
13 copyright holders should be left to file John Doe lawsuits to protect themselves
14 from infringement by subscribers of conduit ISPs like Charter, instead of availaing
15 themselves of the mechanism Congress provided in the dmca, is impractical
16 and contrary to legislative intent." *Id.* at 782. Indeed, "[n]owhere in the DMCA
17 did Congress indicate that copyright holders should be relegated to such
18 cumbersome and expensive measures [as filing individual adversarial lawsuits]
19 against conduit ISPs. The legislative history shows that the purpose of the
20 subpoena power in the DMCA was to obtain the assistance of ISPs in an
21 expeditious process to stop infringement." *Id.* Additionally, the information
22 sought pursuant to this subpoena is not of anonymous file-sharers, but rather of
23 registered users of the website <serviporno.com>.
24

25 On this basis, this Court may properly grant AMA subpoena power under
26 17 U.S.C. 512(h) in order to pursue the infringers of his copyrighted work.
27

1 Executed under penalty of perjury this 26th day of January, 2015.

2
3 Respectfully Submitted,

4 RANDAZZA LEGAL GROUP

5 /s/ Ronald D. Green

6 Ronald D. Green (Nevada Bar No. 7360)

7 Randazza Legal Group

8 3625 S. Town Center Drive, Suite 150

9 Las Vegas, NV 89135
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RAN-
DAZZA
LEGAL GROUP

1 Ronald D. Green (Nevada Bar No. 7360)
2 RANDAZZA LEGAL GROUP
3 3625 S. Town Center Drive, Suite 150
4 Las Vegas, NV 89135
5 Telephone: 702-420-2001
6 Facsimile: 702-420-2003
7 ecf@randazza.com

8 Attorneys for Plaintiff,
9 AMA Multimedia, LLC

2:15-ms-00005

10 **IN THE UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 In re AMA Multimedia, LLC: Identification
13 of John Does 1-256 Pursuant to the
14 Digital Millennium Copyright Act
15 ("DMCA")

Case No.

ATTACHMENT A TO SUBPOENA

16 Items and information requested pursuant to this subpoena:

- 17 1. Any and all information in your possession pertaining to the identity(y/ies)
18 of the individual(s) who uploaded the videos specified in Attachment B
19 infringing AMA Multimedia, LLC's copyrighted works of <serviporno.com>,
20 including but not limited to:
21 a. The users' name(s)
22 b. The users' last known address(es)
23 c. The users' e-mail address(es)
24 d. The users' phone number(s)

RANDAZZA LEGAL GROUP

1 Dated: January 26, 2015

Respectfully Submitted,

2 RANDAZZA LEGAL GROUP

3 /s/ Ronald D. Green

4 Ronald D. Green (Nevada Bar No. 7360)

5 Randazza Legal Group

6 3625 S. Town Center Drive, Suite 150

7 Las Vegas, NV 89135

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RAN-
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LEGAL GROUP

1 Ronald D. Green (Nevada Bar No. 7360)
2 RANDAZZA LEGAL GROUP
3 3625 S. Town Center Drive, Suite 150
4 Las Vegas, NV 89135
5 Telephone: 702-420-2001
6 Facsimile: 702-420-2003
7 ecf@randazza.com

8 Attorneys for Plaintiff,
9 AMA Multimedia, LLC

10 **IN THE UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 In re AMA Multimedia, LLC; Identification
13 of John Does 1-256 Pursuant to the
14 Digital Millennium Copyright Act
15 ("DMCA")

Case No.

ATTACHMENT B TO SUBPOENA

16 The subpoena requests the information specified in Attachment A
17 pertaining to users of <serviporno.com> who uploaded the following videos that
18 infringe on AMA Multimedia, LLC's copyrights:

- 19 • <http://www.serviporno.com/videos/corrine-blake-follada-despues-del-masaje/>
- 20 • <http://www.serviporno.com/videos/sexy-asiatica-gozando-de-una-gran-polla/>
- 21 • <http://www.serviporno.com/videos/un-pov-con-una-mini-latina/>
- 22 • <http://www.serviporno.com/videos/la-perfeccion-existe/>

RANDAZZA LEGAL GROUP

1 Dated: January 26, 2015

Respectfully Submitted,

2 RANDAZZA LEGAL GROUP

3 /s/ Ronald D. Green

4 Ronald D. Green (Nevada Bar No. 7360)

5 Randazza Legal Group

6 3625 S. Town Center Drive, Suite 150

7 Las Vegas, NV 89135

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RANDAZZA

LEGAL GROUP

Privileged and Confidential Communication

December 23, 2014

Via Email Only
Larry@firstamendment.com

Lawrence G. Walters, Esq.
Walters Law Group
195 W. Pine Ave.
Longwood, FL 32750

Re: *Infringing Material On Serviporno.com*

Dear Larry:

I am writing on behalf of AMA Multimedia, LLC ("AMA") f/k/a SSC Group, LLC. On or about August 19, 2013, AMA settled its copyright claims against your clients Borjan Solutions S.L. d/b/a Serviporno.com, Borjan Mera Urrestarazu, and Monetia, S.L. d/b/a Cumlounder.com and Wamcash (collectively, "Respondents"). Those claims related to large amounts of AMA's copyrighted content appearing on the Serviporno.com website in a manner that suggested it was being uploaded from other tube sites by Respondents themselves and not by users of the Serviporno website. The settlement provided that Respondents would take steps to ensure that AMA's content was not placed unlawfully on Respondents' websites and that, if AMA's content did appear on Respondents' websites, it would be promptly taken down upon notification from AMA.

For about a year after the execution of the settlement, AMA's copyrighted content was largely absent from the Serviporno website. However, in October of 2013, AMA observed that its content had begun appearing on the site in the same manner that it had appeared in the past. Specifically, its full length videos and shorter promotional videos, which appear legally on other tube sites, are being uploaded to Serviporno from those tube sites. As it currently stands, AMA cannot determine whether these videos are being uploaded by Serviporno's users or by Respondents themselves. As such, we request that Serviporno provide us with all information regarding the user(s) who uploaded the movies located at the following URLs:

<http://www.serviporno.com/videos/corine-blake-follada-despues-del-masaje/>
<http://www.serviporno.com/videos/sexy-asiatica-gozando-de-una-gran-polla/>
<http://www.serviporno.com/videos/un-pov-con-una-mini-latina/>
<http://www.serviporno.com/videos/la-perfeccion-existe/>

The first two links above are for short videos excerpted from AMA's longer, full-length videos. The latter two links contain AMA's entire full-length videos. Respondents are not

3625 South Town Center Drive, Las Vegas, Nevada 89135
rdg@randazza.com | 702.420.2001

LAS VEGAS | MIAMI | PHILADELPHIA | SAN FRANCISCO

Infringing Material on Serviporno
Page 2 of 2

authorized to display any of them on the Serviporno website. The original videos to which AMA owns copyrights can be found on the World Wide Web at:

<http://fantasyhd.com/video/more-than-a-mouthful>
<http://puremature.com/video/precious-snatch>
<http://tiny4k.com/video/tiny-latina-teen>
<http://fantasyhd.com/video/heart-rate-hottie>

The information AMA seeks regarding the users who uploaded these videos includes, but is not limited to: their user names, their IP addresses, their email addresses, identification of all other videos that these users have uploaded to the Serviporno website, their login histories, and any other identifying information about these users in Serviporno's possession. While AMA would like this information as quickly as possible, it additionally recognizes that the holidays are fast approaching. Therefore, pursuant to the provisions of the settlement agreement, please provide us with this information no later than 14 days of the date of this correspondence.

This notice is being provided in good faith and with reasonable certainty that AMA's copyrights are being infringed. We are authorized to act on behalf of AMA as its counsel and can attest that the information contained in this communication is true and accurate. We appreciate your time and attention to this matter and look forward to your response.

Best regards,

Ronald D. Green

Exhibit 2

1. <http://www.serviporno.com/videos/corrine-blake-follada-despues-del-masaje/>

User ID: "anonymous" staff account for uploading videos as part of affiliate programs with content producers
Upload IP: 93.156.108.78
Email address: N/A
Last known address: N/A
Phone Number: N/A

2. <http://www.serviporno.com/videos/sexy-asiatica-gozando-de-una-gran-polla/>

User ID: "anonymous" staff account for uploading videos as part of affiliate programs with content producers
Upload IP: 93.156.108.78
Email address: N/A
Last known address: N/A
Phone Number: N/A

3. www.serviporno.com/videos/la-perfeccion-existe/

User ID: cumines
Upload IP: 81.45.52.215
Email address: kalentita_25@hotmail.es
Last known address: N/A
Phone Number: N/A

4. www.serviporno.com/videos/un-pov-con-una-mini-latina

User ID: cumines
Upload IP: 81.45.52.215
Email address: kalentita_25@hotmail.es
Last known address: N/A
Phone Number: N/A

**BEFORE A.D.R. SERVICES, INC.
CLARK COUNTY, NEVADA**

AMA MULTIMEDIA, LLC
a Nevada limited liability company,

Complainant,

v.

BORJAN SOLUTIONS, S.L. d/b/a
SERVIPORNO,
a Spanish company; and
BORJAN MERA URRESARAZU,
an individual,

Respondents.

Case No.:
15-4579

AFFIDAVIT OF BORJAN MERA URRESTARAZU

I, Borjan Mera Urrestarazu, affirm and declare as follows:

1. My name is Borjan Mera Urrestarazu. I am over the age of 18. I have personal knowledge of the facts stated herein.

2. I am a manager for Borjan Solutions, S.L. d/b/a Serviporno.com ("BSSL").

3. On or about August 19, 2013, I entered into that certain Settlement Agreement and Mutual Release (the "Settlement Agreement") with SSC Group, LLC d/b/a (which I understand now does business as AMA Multimedia, LLC, "AMA"), BSSL and Monetis S.L.

4. Pursuant to the terms of the Settlement Agreement, promptly after entering into the Settlement Agreement BSSL created the Porn Pros Removal Form that would allow AMA to automatically remove files from BSSL's websites.

5. In the two years since BSSL created the Porn Pros Removal Form, AMA has never once submitted a single URL for removal with that specialized tool.

6. During that same time period, AMA or its agents have sent BSSL fewer than a dozen DMCA takedown notices. Copies of all those DMCA takedown notices received on

behalf of AMA from the date of the Settlement Agreement to the present are attached hereto as Exhibit 1.

7. With respect to each of the URLs listed on the takedown notices, BSSL promptly took down the allegedly infringing files upon receipt of the DMCA takedown notice.

I swear under the pains and penalties of perjury that the foregoing is true and correct.

Dated: August 18, 2015


Borjan Mera Urrestarazu

Exhibit 1

From: **dmca** <dmca@removeyourcontent.com>
Date: 2015-07-02 20:56 GMT+02:00
Subject: Infringement Notice JBGXQ-5725477-4
To: dmca@servitubes.com

Removeyourcontent , LLC
616 Corporate Way, Suite 2-5065
Valley Cottage, NY 10989
USA
Ph: 845-217-0833
E-mail: dmca@removeyourcontent.com
7/2/2015 2:56:23 PM

Copyright Infringement Notice

re: <http://www.pornburst.xxx> (IP 104.28.12.104)

Gentlemen:

Please take appropriate action to disable access to the infringing materials described below, in accordance with the provisions of the Digital Millennium Copyright Act of 1998 and the Berne Convention. Should you require further information regarding this matter, please feel free to contact me.

Regards,

Tony Shultzmänn - Operations Manager

<http://www.removeyourcontent.com>

ELECTRONIC NOTICE OF COPYRIGHT INFRINGEMENT

I, the undersigned, CERTIFY UNDER PENALTY OF PERJURY that I am an agent authorized to act on behalf of the owner of certain intellectual property rights, said owner being named:

<http://www.pornpros.com>

©Copyright Copyrighted adult pictures or videos

I have a good faith belief that the items or materials listed below are not authorized by the above IP Owners, their agents, or the law and therefore infringe the IP Owner's rights. Please act expeditiously to remove or disable access to the material or items claimed to be infringing.

I may be contacted at:

Alleged infringing work or right meets one of the following conditions:

- 1) Illegally hosted copyrighted dvd cover art or broadcast marketing collateral.
- 2) Illegal peer to peer resources such as torrent hash tracking sites or complicit activity for file sharing.
- 3) Illegal file-sharing services such as cyberlockers.
- 4) Illegal or unauthorized streaming services of copyrighted dvd or broadcast media.
- 5) Illegal use of member protected online videos or pictures.

- This notice may also serve as notification for the unauthorized use of IP Owner's trademark in commerce.

Original Materials & Copyright Holder(s):

AMA / SSCGroup, LLC

M. Sullivan

Custodian of Records

16673 Roscoe Blvd

North Hills, CA 91343

Location of Original Works:

<http://www.pornpros.com>

URL(s) of Infringed Works or Right:

<http://www.pornburst.xxx/videos/watching-porn-with-her-boy/>

Hosting providers and websites residing outside the United States may refer to [wipo.int](http://www.wipo.int) for international copyright information.

The information transmitted by the preceding e-mail is intended only for the addressee and may contain confidential and/or privileged material. Any interception, review, retransmission, dissemination, or other use of, or taking of any action upon this information by persons or entities other than the intended recipient is prohibited by law and may subject them to criminal or civil liability. If you received this communication in error, please contact us immediately by email to info@removeyourcontent.com or at 845-217-0833, and delete the communication from any computer or network system.

From: **dmca** <dmca@removeyourcontent.com>
Date: 2015-05-01 23:30 GMT+02:00
Subject: Infringement Notice KDZKG-0869318-9
To: dmca@servitubes.com

Removeyourcontent , LLC
616 Corporate Way, Suite 2-5065
Valley Cottage, NY 10989
USA

Ph: [845-217-0833](tel:845-217-0833)

E-mail: dmca@removeyourcontent.com

5/1/2015 5:30:26 PM

Copyright Infringement Notice

re: <http://www.pornburst.xxx> (IP 104.28.12.104)

Gentlemen:

Please take appropriate action to disable access to the infringing materials described below, in accordance with the provisions of the Digital Millennium Copyright Act of 1998 and the Berne Convention. Should you require further information regarding this matter, please feel free to contact me.

Regards,

Tony Shultzmman - Operations Manager

<http://www.removeyourcontent.com>

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I, the undersigned, CERTIFY UNDER PENALTY OF PERJURY that I am an agent authorized to act on behalf of the owner of certain intellectual property rights, said owner being named:

<http://www.pornpros.com>

©Copyright Copyrighted adult pictures or videos

I have a good faith belief that the items or materials listed below are not authorized by the above IP Owners, their agents, or the law and therefore infringe the IP Owner's rights. Please act expeditiously to remove or disable access to the material or items claimed to be infringing.

I may be contacted at:

Alleged infringing work or right meets one of the following conditions:

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- 4) Illegal or unauthorized streaming services of copyrighted dvd or broadcast media.
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- This notice may also serve as notification for the unauthorized use of IP Owner's trademark in commerce.

Original Materials & Copyright Holder(s):

AMA / SSCGroup, LLC

M. Sullivan

Custodian of Records

16673 Roscoe Blvd

North Hills, CA 91343

Location of Original Works:

<http://www.pornpros.com>

URL(s) of Infringed Works or Right:

<http://www.pornburst.xxx/videos/the-woman-of-my-dreams/>

Hosting providers and websites residing outside the United States may refer to wipo.int for international copyright information,

The information transmitted by the preceding e-mail is intended only for the addressee and may contain confidential and/or privileged material. Any interception, review, retransmission, dissemination, or other use of, or taking of any action upon this information by persons or entities other than the intended recipient is prohibited by law and may subject them to criminal or civil liability. If you received this communication in error, please contact us immediately by email to info@removeyourcontent.com or at 845-217-0833, and delete the communication from any computer or network system.

From: **Anna FYC** <anna@fuckyoucash.com>
Date: 2014-03-17 21:41 GMT+01:00
Subject: Copyright Infringement
To: DMCA@servitubes.com

SSC Group , LLC
6345 Balboa Blvd, Ste 165
Encino, CA 91316
USA
E-mail: anna@fuckyoucash.com

Copyright Infringement Notice

re: <http://www.videogratis.tv>

Gentlemen:

Please take appropriate action to disable access to the infringing materials described below, in accordance with the provisions of the Digital Millennium Copyright Act of 1998 and the Berne Convention. Should you require further information regarding this matter, please feel free to contact me.
Regards,

Anna Gallant, DMCA Manager
<http://www.pornpros.com>

ELECTRONIC NOTICE OF COPYRIGHT INFRINGEMENT

I, the undersigned, CERTIFY UNDER PENALTY OF PERJURY that I am an agent authorized to act on behalf of the owner of certain intellectual property rights, said owner being named:

<http://www.pornpros.com>
©Copyright Pornpros.com

I have a good faith belief that the items or materials listed below are not authorized by the above IP Owners, their agents, or the law and therefore infringe the IP Owner's rights. Please act expeditiously to remove or disable access to the material or items claimed to be infringing.
I may be contacted at:

Printed Name: Anna Gallant
Title: DMCA Manager

Company: SSC Group, LLC
Street Address: 6345 Balboa Blvd, Ste 165
City and State: Encino, CA
Country: USA
Postal code: 91316
Email (correspondence): anna@fuckyoucash.com

Truthfully,
/S/: Anna Gallant

Alleged infringing work or right meets one of the following conditions:

- 1) Illegally hosted copyrighted dvd cover art or broadcast marketing collateral.
 - 2) Illegal peer to peer resources such as torrent hash tracking sites or complicit activity for file sharing.
 - 3) Illegal file-sharing services such as cyberlockers.
 - 4) Illegal or unauthorized streaming services of copyrighted dvd or broadcast media.
 - 5) Illegal use of member protected online videos or pictures.
- This notice may also serve as notification for the unauthorized use of IP Owner's trademark in commerce.

Original Materials & Copyright Holder(s):

SSC Group, LLC
M. Sullivan
Custodian of Records
16673 Roscoe Blvd
North Hills, CA 91343

Location of Original Works:

<http://www.pornpros.com>

URL(s) of Infringed Works or Right:

<http://www.videosgratis.tv/ver/la-deliciosa-august-ames/>
<http://www.videosgratis.tv/ver/madison-ivy-romantica-pero-ardiente/>
<http://www.videosgratis.tv/ver/sexo-romantico-con-alison-star/>
<http://www.videosgratis.tv/ver/casting-a-la-polaca-natalia-starr/>
<http://www.videosgratis.tv/ver/garganta-profunda-para-desayunar/>
<http://www.videosgratis.tv/ver/whitney-westgate-afortunada-y-follada/>
<http://www.videosgratis.tv/ver/sexo-sensual-con-dani-daniels/>
<http://www.videosgratis.tv/ver/fantasia-en-hd-con-lily-love/>
<http://www.videosgratis.tv/ver/erotica-follada-con-lily-love/>
<http://www.videosgratis.tv/ver/lily-carter-la-secretaria-cachonda/>
<http://www.videosgratis.tv/ver/el-fontanero-revisa-a-dillion-harper/>
<http://www.videosgratis.tv/ver/san-valentin-con-brooklyn-chase/>
<http://www.videosgratis.tv/ver/holly-michaels-distrae-a-su-novio/>
<http://www.videosgratis.tv/ver/contorsionismo-romantico-con-holly-michaels/>

<http://www.videosgratis.tv/ver/trio-con-las-peluqueras/>
<http://www.videosgratis.tv/ver/la-belleza-natural-de-keisha/>
<http://www.videosgratis.tv/ver/se-le-acumula-el-trabajo/>
<http://www.videosgratis.tv/ver/cinco-lujuriosas-cenas/>
<http://www.videosgratis.tv/ver/sexo-glamuroso-con-la-milf-julia-ann/>
<http://www.videosgratis.tv/ver/ava-addams-madura-pero-muy-caliente/>
<http://www.videosgratis.tv/ver/ava-addams-bronceada-y-follada/>
<http://www.videosgratis.tv/ver/sexo-elegante-con-dani-jensen/>
<http://www.videosgratis.tv/ver/dani-jensen-esclava-anal/>
<http://www.videosgratis.tv/ver/pelirrojas-jugando-al-twister/>
<http://www.videosgratis.tv/ver/kennedy-leigh-pone-el-postre/>
<http://www.videosgratis.tv/ver/rachel-starr-follada-en-el-billar/>
<http://www.videosgratis.tv/ver/paraiso-tropical-con-whitney-y-lily/>
<http://www.videosgratis.tv/ver/champagne-masaje-y-sexo/>
<http://www.videosgratis.tv/ver/caliente-anal-con-adriana-chechik/>

Thank you

Anna

From: **Nate Glass** <nate@takedownpiracy.com>
Date: 2015-02-19 2:43 GMT+01:00
Subject: DMCA Notice for Copyright Holder : Porn Pros
To: "Freemovies.tv" <DMCA@servitubes.com>

My name is Nate Glass, and I am a person authorized to act on behalf of the owner of an exclusive right that is being infringed.

Authorized DMCA Agent:
Nate Glass
8045 Retriever Ave.
Las Vegas, NV
89147
(818) 730-4666
nate@takedownpiracy.com

Copyright Holder:
Porn Pros
16673 Roscoe Blvd.
North Hills, CA
91343

The following works are the copyrighted property of Porn Pros:
<http://www.pornburst.xxx/videos/a-formal-threesome/>

A representative list of these works is available at <http://www.pornpros.com>

Under penalty of perjury:
I have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

The information in the notification is accurate.

I am authorized to act
on behalf of the owner of an exclusive right that is allegedly infringed.

This notice is also to inform the allegedly infringing service provider that the copyright holder listed above has not licensed, to the allegedly infringing website, any works to be used in the manner depicted above. Furthermore, copyright holder strongly encourages the operators of the allegedly infringing site to not allow the continued use of copyright holders works without the expressed

written consent of the copyright holder. This includes, but is not limited to, filtering of content as well as prohibiting the use of copyright holders content in an infringing manner.

As per DMCA law section 512(i) to be eligible for Safe Harbor a service provider must meet certain requirements. One of these requirements is:

"(service provider)...has adopted and reasonably implemented, and informs subscribers of the service of, a policy for the termination of subscribers of the service who are repeat infringers"

For this reason, copyright holder strongly encourages the recipient of this notice to adopt and implement a repeat infringer policy.

In order to make the content removal process easier in the future, Takedown Piracy suggests that you add the copyright holder listed in this notice to a list of Prohibited or Banned Content on your site and filter and/or remove any content owned by this copyright owner.

Please note that all DMCA notices sent by Takedown Piracy are checked to ensure compliance by the allegedly infringing website.

Notices that have not been satisfied will be escalated to, including but not limited to, webhost and upstream provider.

In the event of non-compliance, Takedown Piracy can and will confer with the clients legal representatives and/or specialists in copyright infringement law.

All Rights Reserved.

--
Nate Glass
Authorized DMCA Agent
[Email:nate@takedownpiracy.com](mailto:nate@takedownpiracy.com)

From: **Nate Glass** <nate@takedownpiracy.com>
Date: 2015-01-18 18:31 GMT+01:00
Subject: DMCA Notice for Copyright Holder : Porn Pros
To: DMCA@servitubes.com

My name is Nate Glass, and I am a person authorized to act on behalf of the owner of an exclusive right that is being infringed.

Authorized DMCA Agent:
Nate Glass
8045 Retriever Ave.
Las Vegas, NV
89147
(818) 730-4666
nate@takedownpiracy.com

Copyright Holder:
Porn Pros
16673 Roscoe Blvd.
North Hills, CA
91343

The following works are the copyrighted property of Porn Pros:
<http://www.freemovies.tv/video/alektra-blue-surprises-her-boyfriend/>

A representative list of these works is available at <http://www.pornpros.com>

Under penalty of perjury:
I have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

The information in the notification is accurate.

I am authorized to act
on behalf of the owner of an exclusive right that is allegedly infringed.

This notice is also to inform the allegedly infringing service provider that the copyright holder listed above has not licensed, to the allegedly infringing website, any works to be used in the manner depicted above. Furthermore, copyright holder strongly encourages

the operators of the allegedly infringing site to not allow the continued use of copyright holders works without the expressed written consent of the copyright holder. This includes, but is not limited to, filtering of content as well as prohibiting the use of copyright holders content in an infringing manner.

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Please note that all DMCA notices sent by Takedown Piracy are checked to ensure compliance by the allegedly infringing website. Notices that have not been satisfied will be escalated to, including but not limited to, webhost and upstream provider. In the event of non-compliance, Takedown Piracy can and will confer with the clients legal representatives and/or specialists in copyright infringement law.

All Rights Reserved.

Nate Glass

Authorized DMCA Agent

Email: nate@takedownpiracy.com

From: **Nate Glass** <nate@takedownpiracy.com>
Date: 2014-10-08 3:40 GMT+02:00
Subject: DMCA Notice for Copyright Holder : Porn Pros
To: DMCA@servitubes.com

My name is Nate Glass, and I am a person authorized to act on behalf of the owner of an exclusive right that is being infringed.

Authorized DMCA Agent:
Nate Glass
8045 Retriever Ave.
Las Vegas, NV
89147
(818) 730-4666
nate@takedownpiracy.com

Copyright Holder:
Porn Pros
16673 Roscoe Blvd.
North Hills, CA
91343

The following works are the copyrighted property of Porn Pros:
<http://www.freemovies.tv/video/madison-ivy-doing-an-amateur-threesome/>

A representative list of these works is available at <http://www.pornpros.com>

Under penalty of perjury:
I have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

The information in the notification is accurate.

I am authorized to act
on behalf of the owner of an exclusive right that is allegedly infringed.

This notice is also to inform the allegedly infringing service provider that the copyright holder listed above has not licensed, to the allegedly infringing website, any works to be used in the manner depicted above. Furthermore, copyright holder strongly encourages

the operators of the allegedly infringing site to not allow the continued use of copyright holders works without the expressed written consent of the copyright holder. This includes, but is not limited to, filtering of content as well as prohibiting the use of copyright holders content in an infringing manner.

As per DMCA law section 512(i) to be eligible for Safe Harbor a service provider must meet certain requirements. One of these requirements is:

"(service provider)...has adopted and reasonably implemented, and informs subscribers of the service of, a policy for the termination of subscribers of the service who are repeat infringers"

For this reason, copyright holder strongly encourages the recipient of this notice to adopt and implement a repeat infringer policy.

In order to make the content removal process easier in the future, Takedown Piracy suggests that you add the copyright holder listed in this notice to a list of Prohibited or Banned Content on your site and filter and/or remove any content owned by this copyright owner.

Please note that all DMCA notices sent by Takedown Piracy are checked to ensure compliance by the allegedly infringing website. Notices that have not been satisfied will be escalated to, including but not limited to, webhost and upstream provider. In the event of non-compliance, Takedown Piracy can and will confer with the clients legal representatives and/or specialists in copyright infringement law.

All Rights Reserved.

Nate Glass
Authorized DMCA Agent
[Email:nate@takedownpiracy.com](mailto:nate@takedownpiracy.com)

From: **Nate Glass** <nate@takedownpiracy.com>
Date: 2015-02-16 21:09 GMT+01:00
Subject: DMCA Notice for Copyright Holder : Porn Pros
To: "Freemovies.tv" <DMCA@servitubes.com>

My name is Nate Glass, and I am a person authorized to act on behalf of the owner of an exclusive right that is being infringed.

Authorized DMCA Agent:
Nate Glass
8045 Retriever Ave.
Las Vegas, NV
89147
(818) 730-4666
nate@takedownpiracy.com

Copyright Holder:
Porn Pros
16673 Roscoe Blvd.
North Hills, CA
91343

The following works are the copyrighted property of Porn Pros:
<http://www.freemovies.tv/video/amazing-butt-behind-the-iron-bars/>
<http://www.freemovies.tv/video/anal-ecstasy-with-jewels-jade/>

A representative list of these works is available at <http://www.pornpros.com>

Under penalty of perjury:
I have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

The information in the notification is accurate.

I am authorized to act
on behalf of the owner of an exclusive right that is allegedly infringed.

This notice is also to inform the allegedly infringing service provider that the copyright holder listed above has not licensed, to the allegedly infringing website, any works to be used in the manner

depicted above. Furthermore, copyright holder strongly encourages the operators of the allegedly infringing site to not allow the continued use of copyright holders works without the expressed written consent of the copyright holder. This includes, but is not limited to, filtering of content as well as prohibiting the use of copyright holders content in an infringing manner.

As per DMCA law section 512(i) to be eligible for Safe Harbor a service provider must meet certain requirements. One of these requirements is:

"(service provider)...has adopted and reasonably implemented, and informs subscribers of the service of, a policy for the termination of subscribers of the service who are repeat infringers"

For this reason, copyright holder strongly encourages the recipient of this notice to adopt and implement a repeat infringer policy.

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Please note that all DMCA notices sent by Takedown Piracy are checked to ensure compliance by the allegedly infringing website. Notices that have not been satisfied will be escalated to, including but not limited to, webhost and upstream provider. In the event of non-compliance, Takedown Piracy can and will confer with the clients legal representatives and/or specialists in copyright infringement law.

All Rights Reserved.

—
Nate Glass
Authorized DMCA Agent -
[Email:nate@takedownpiracy.com](mailto:nate@takedownpiracy.com)

From: **Nate Glass** <nate@takedownpiracy.com>
Date: 2014-11-03 21:47 GMT+01:00
Subject: DMCA Notice for Copyright Holder : Porn Pros
To: DMCA@servitubes.com

My name is Nate Glass, and I am a person authorized to act on behalf of the owner of an exclusive right that is being infringed.

Authorized DMCA Agent:
Nate Glass
8045 Retriever Ave.
Las Vegas, NV
89147
(818) 730-4666
nate@takedownpiracy.com

Copyright Holder:
Porn Pros
16673 Roscoe Blvd.
North Hills, CA
91343

The following works are the copyrighted property of Porn Pros:
<http://www.freemovies.tv/video/alexis-adams-is-great-masseuse/>

A representative list of these works is available at <http://www.pornpros.com>

Under penalty of perjury:
I have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

The information in the notification is accurate.

I am authorized to act
on behalf of the owner of an exclusive right that is allegedly infringed.

This notice is also to inform the allegedly infringing service provider that the copyright holder listed above has not licensed, to the allegedly infringing website, any works to be used in the manner depicted above. Furthermore, copyright holder strongly encourages

the operators of the allegedly infringing site to not allow the continued use of copyright holders works without the expressed written consent of the copyright holder. This includes, but is not limited to, filtering of content as well as prohibiting the use of copyright holders content in an infringing manner.

As per DMCA law section 512(i) to be eligible for Safe Harbor a service provider must meet certain requirements. One of these requirements is:

"(service provider)...has adopted and reasonably implemented, and informs subscribers of the service of, a policy for the termination of subscribers of the service who are repeat infringers"

For this reason, copyright holder strongly encourages the recipient of this notice to adopt and implement a repeat infringer policy.

In order to make the content removal process easier in the future, Takedown Piracy suggests that you add the copyright holder listed in this notice to a list of Prohibited or Banned Content on your site and filter and/or remove any content owned by this copyright owner.

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All Rights Reserved.

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Nate Glass
Authorized DMCA Agent
[Email:nate@takedownpiracy.com](mailto:nate@takedownpiracy.com)

From: **Nate Glass** <nate@takedownpiracy.com>
Date: 2014-10-09 0:44 GMT+02:00
Subject: DMCA Notice for Copyright Holder : Porn Pros
To: DMCA@servitubes.com

My name is Nate Glass, and I am a person authorized to act on behalf of the owner of an exclusive right that is being infringed.

Authorized DMCA Agent:
Nate Glass
8045 Retriever Ave.
Las Vegas, NV
89147
(818) 730-4666
nate@takedownpiracy.com

Copyright Holder:
Porn Pros
16673 Roscoe Blvd.
North Hills, CA
91343

The following works are the copyrighted property of Porn Pros:
<http://www.freemovies.tv/video/special-massage-for-a-busty-milf/>

A representative list of these works is available at <http://www.pornpros.com>

Under penalty of perjury:
I have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

The information in the notification is accurate.

I am authorized to act
on behalf of the owner of an exclusive right that is allegedly infringed.

This notice is also to inform the allegedly infringing service provider that the copyright holder listed above has not licensed, to the allegedly infringing website, any works to be used in the manner depicted above. Furthermore, copyright holder strongly encourages

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In order to make the content removal process easier in the future, Takedown Piracy suggests that you add the copyright holder listed in this notice to a list of Prohibited or Banned Content on your site and filter and/or remove any content owned by this copyright owner.

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All Rights Reserved.

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Nate Glass

Authorized DMCA Agent

Email:nate@takedownpiracy.com

From: **Nate Glass** <nate@takedownpiracy.com>
Date: 2014-10-06 4:01 GMT+02:00
Subject: DMCA Notice for Copyright Holder : Porn Pros
To: DMCA@servitubes.com

My name is Nate Glass, and I am a person authorized to act on behalf of the owner of an exclusive right that is being infringed.

Authorized DMCA Agent:
Nate Glass
8045 Retriever Ave.
Las Vegas, NV
89147
(818) 730-4666
nate@takedownpiracy.com

Copyright Holder:
Porn Pros
16673 Roscoe Blvd.
North Hills, CA
91343

The following works are the copyrighted property of Porn Pros:
<http://www.freemovies.tv/video/jessica-robin-and-her-big-tits/>

A representative list of these works is available at <http://www.pornpros.com>

Under penalty of perjury:
I have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

The information in the notification is accurate.

I am authorized to act
on behalf of the owner of an exclusive right that is allegedly infringed.

This notice is also to inform the allegedly infringing service provider that the copyright holder listed above has not licensed, to the allegedly infringing website, any works to be used in the manner depicted above. Furthermore, copyright holder strongly encourages

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All Rights Reserved.

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Nate Glass
Authorized DMCA Agent
[Email:nate@takedownpiracy.com](mailto:nate@takedownpiracy.com)

From: **Nate Glass** <nate@takedownpiracy.com>
Date: 2014-10-01 23:32 GMT+02:00
Subject: DMCA Notice for Copyright Holder : Porn Pros
To: DMCA@servitubes.com

My name is Nate Glass, and I am a person authorized to act on behalf of the owner of an exclusive right that is being infringed.

Authorized DMCA Agent:
Nate Glass
8045 Retriever Ave.
Las Vegas, NV
89147
(818) 730-4666
nate@takedownpiracy.com

Copyright Holder:
Porn Pros
16673 Roscoe Blvd.
North Hills, CA
91343

The following works are the copyrighted property of Porn Pros:
<http://www.freemovies.tv/video/cock-juice-for-mom/>
<http://www.freemovies.tv/video/diana-doll-humiliated/>
<http://www.freemovies.tv/video/enjoying-a-penis/>

A representative list of these works is available at <http://www.pornpros.com>

Under penalty of perjury:
I have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

The information in the notification is accurate.

I am authorized to act
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All Rights Reserved.

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Nate Glass
Authorized DMCA Agent
[Email:nate@takedownpiracy.com](mailto:nate@takedownpiracy.com)

From: **Nate Glass** <nate@takedownpiracy.com>
Date: 2014-09-30 12:40 GMT+02:00
Subject: DMCA Notice for Copyright Holder : Porn Pros
To: DMCA@servitubes.com

My name is Nate Glass, and I am a person authorized to act on behalf of the owner of an exclusive right that is being infringed.

Authorized DMCA Agent:
Nate Glass
8045 Retriever Ave.
Las Vegas, NV
89147
(818) 730-4666
nate@takedownpiracy.com

Copyright Holder:
Porn Pros
16673 Roscoe Blvd.
North Hills, CA
91343

The following works are the copyrighted property of Porn Pros:
<http://www.freemovies.tv/video/alyssa-funke-a-k-a-stella-ann-casting/>
<http://www.freemovies.tv/video/awesome-threesome-with-two-brunettes/>
<http://www.freemovies.tv/video/blowjob-feast/>

A representative list of these works is available at <http://www.pornpros.com>

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Nate Glass
Authorized DMCA Agent
[Email:nate@takedownpiracy.com](mailto:nate@takedownpiracy.com)